

USER WAIVER & ACKNOWLEDGEMENT

Use of Gym & End-of-Trip Facilities – 45 Jones Street, Ultimo

Before access can be granted to the end-of-trip facilities, you must read and agree to the terms below.

TERMS & CONDITIONS

By registering for access to the gym and end-of-trip facilities located at 45 Jones Street, Ultimo (**Facilities**), I acknowledge and agree to the terms below. The Facilities are owned and controlled by Seribale Pty Ltd (ABN 000 781 359) (the **Building Owner**). All references to the 'Building Owner' are to that entity.

Assumption of Risk

- I am voluntarily choosing to use the Facilities and accept all risks associated with the use of the Facilities, including but not limited to risks of injury, illness, equipment malfunction, slippery surfaces, heat exposure and the actions of others.
- I am physically able to use the Facilities safely and will not use them if I am unwell, injured, affected by alcohol, drugs or medication that may impair my ability to exercise safely.
- I acknowledge and understand that use of the Facilities involves inherent risks, including physical exertion, use of fitness equipment, slippery surfaces, heat exposure (including in saunas), and interaction with other users.

No Duty of Care

I acknowledge that:

- the Facilities are unsupervised and that the Building Owner does not owe me any duty of care to supervise, monitor, instruct, train, assess, safeguard or otherwise protect me while I am using the Facilities;
- the Building Owner is not responsible for the behaviour of any other users and makes no representation about the safety, suitability or condition of the Facilities or equipment; and
- I am solely responsible for my own safety and for determining whether the Facilities, equipment, conditions and my health are suitable for participation at any time.

Rules of Use

I agree to comply with all rules, signage and directions provided by the Building Owner and the Building Manager and specifically agree that I will:

- use all equipment safely, appropriately and only for its intended purpose;
- maintain hygiene, clean equipment after use and keep the area tidy;
- not bring guests, trainers or unauthorised persons into the Facilities;
- not share my access card/device or allow any unauthorised persons access to the Facilities;
- not film or photograph within the Facilities;
- not act in a way that is unsafe, aggressive, disruptive or inappropriate;
- report all hazards, faults, incidents and injuries immediately.

Personal Property

I understand the Building Owner is not responsible for any lost, stolen or damaged belongings, including items left in lockers, change rooms or anywhere in the Facilities.

Damage

I acknowledge that I am responsible for any damage I cause to the Facilities or equipment and I agree to reimburse the Building Owner for any repair or replacement costs.

CCTV

I acknowledge and consent to CCTV monitoring within the Facilities for safety and security purposes.

Release & Indemnity

- To the fullest extent permitted by law, I release the Building Owner and its related entities from all liability for any injury, illness, harm, loss or damage arising from or connected with my use of the Facilities, except to the extent caused by the Building Owner's negligence.
- I indemnify the Building Owner for all loss, damage, claims or costs (including legal costs) arising from my use of the Facilities, my conduct, or any breach of these terms. This indemnity includes, without limitation, any claim made by me, on my behalf, or by any other person arising from my use of the Facilities, any claim brought by an insurer, an authority or other third party by way of subrogation, indemnity, contribution or recovery.
- These release and indemnity obligations continue to apply even after my access is cancelled or suspended, and survive the end of my employment or tenancy.

Revocable Access

I understand that access may be suspended or cancelled at any time without notice.

Accuracy of Information

I declare that all information I provide in registering for access is true and correct.

Acceptance

If registering digitally, click the on-screen ****I ACCEPT**** button to confirm you have read and agree to the terms and conditions above.

If registering on paper, sign below to confirm acceptance:

Signature: _____ **Date:** _____