



WAIVER AND GUARDIAN CONSENT FORM

West Coast Gymnasts Inc (ABN: 15 440 808 653)

This form applies to all participants engaging in recreational activities at West Coast Gymnasts, including gymnastics, tumbling, trampoline, cheerleading, acrobatics, dance, and other physical movement programs. It includes both a waiver of liability for adult participants and a consent acknowledgement for guardians of minors.

1. Acceptance of Conditions

By signing or electronically accepting this form, you confirm that you have read, understood, and agree to be bound by the terms outlined below. These conditions form part of your membership agreement with West Coast Gymnasts Inc.

2. Risk Warning

Activities involving height or motion—including gymnastics, tumbling, trampoline, foam pits, cheerleading, dance, martial arts, and other physical movement—carry inherent risks. These risks include serious injury, permanent disability, or death. Participation is voluntary and undertaken at your own risk.

3. Assumption of Risk and Waiver (Adults Only)

If you are aged 18 or over, you acknowledge and voluntarily assume all risks associated with participation in recreational services. To the extent permitted by Section 139A of the *Competition and Consumer Act 2010*, you waive your right to sue West Coast Gymnasts Inc, its directors, staff, contractors, and affiliates for personal injury or death arising from participation in these services.

This waiver does **not** exclude liability for gross negligence or breach of statutory guarantees under Australian Consumer Law.

4. Guardian Consent (For Participants Under 18)

If you are the parent or legal guardian of a participant under 18 years of age, you provide consent for their participation in club activities. You acknowledge the risks outlined above and agree that your child will comply with all club policies and safety instructions.

You understand that **statutory consumer guarantees under Australian Consumer Law cannot be excluded for minors**, and that your child retains full legal protection under those laws.

5. Emergency Welfare

You authorize West Coast Gymnasts to take reasonable steps to protect the participant's welfare in the event of injury or illness, including administering first aid and arranging emergency medical treatment or ambulance transport. You accept responsibility for any associated costs.

6. Supervision of Young Children

Children under 3 years of age must be directly supervised by a responsible adult at all times while on club premises. By supervising or registering a minor, you agree to these conditions on their behalf.

7. Image and Video Consent

You consent to the capturing of images or video of yourself and/or your child while on club premises for security, training, or promotional purposes, unless you notify the club in writing to opt out.

8. Compliance and Suspension

All participants must comply with club policies, signage, and staff instructions. West Coast Gymnasts reserves the right to suspend or terminate access for non-compliance or reckless conduct.

9. Purchases on Behalf of Others

If you purchase services on behalf of another adult or child, you confirm you are authorized to do so and that the other party agrees to these conditions.

Participant Name: _____

Date of Birth: _____

Guardian Name (if under 18): _____

Relationship to Participant: _____

Signature (Adult or Guardian): _____

Date: _____