

# Your Lifestyle Club Rules

1. These Club Rules apply to all Your Lifestyle Club Members, Users and their friends and family (together the Members).
2. All Members must sign the Your Lifestyle Club Waiver (Waiver) and accept the Your lifestyle Club Terms and Conditions before using any of the Your Lifestyle Club Equipment (Equipment).
3. The Member who has signed the Waiver and is the approved User of the Equipment is the only person authorised to drive and use the Equipment unless express written approval is otherwise given by the Club Manager.
4. The Member must take a video on their phone of the Equipment before using it and then take a video on their phone when returning the Equipment and then emailing a copy of those videos to [Ainsley.barrett@eldersrealestate.com.au](mailto:Ainsley.barrett@eldersrealestate.com.au)
5. Members use the Equipment at their own risk.
6. If a Member breaks or damages any Equipment, they will be charged the cost to fix the Equipment.
7. Where Equipment is broken or damaged and covered by an insurance claim, the Member will pay 100% of the excess in respect of the claim.
8. All Equipment must be returned to the Club premises clean and in the same condition it left the Club premises subject to fair wear and tear.
9. All Equipment requiring petrol must be returned to the Club premise with a full tank of petrol.
10. If a Member disobeys these Club Rules or receives a warning of any kind from the Club Manager, the following will apply:
  - a. First caution will result in a 1 month ban from the Club;
  - b. Second caution will result in a 3 month ban from the Club;
  - c. Third caution and your Membership will be cancelled without further notice.
11. Members must report any damage or fair wear and tear to the Club Manager.
12. All Equipment (board, skis, surf boats, bikes, etc) are not to be launched or brought in or near areas of the Hastings River or the Club premises which are prohibited from entry or near where bathers are likely to be encountered.

# YOUR LIFESTYLE CLUB TERMS & CONDITIONS

1. You accept these terms and conditions by signing the form, or by clicking 'accept' on an online form.
  2. By agreeing to these terms and conditions, you consent to communicating with Your Lifestyle Club electronically.
  3. You acknowledge that the recreational activity being undertaken is for the purpose of recreation, enjoyment or leisure that involves a significant degree of physical risk and that at all times the User is responsible for his or her own actions.
  2. You acknowledge that you are not permitted to give the Equipment to anyone else (Unapproved User). If you do, you agree that you are personally liable for the conduct of the Unapproved User and accept full responsibility for their conduct at all times and you will fully indemnify and hold harmless Your Lifestyle Club and their directors, employees, agents, contractors, assigns and insurers against any claim, liability, loss or damage arising from you giving Equipment to an Unapproved User.
  3. Certain risks are normally involved if you do not take care in your use of the Equipment. You accept that these risks are obvious risks of which you are aware.
  4. You accept full responsibility for your use of the Equipment and its safety and you agree not to permit uncontrolled or non-permitted use of the Equipment or to be under the influence of alcohol or drugs at any time.
  5. You agree to immediately advise us of any injury to any person or damage to any property.
  6. All instructions by our staff must be adhered to. Any discourteous behavior or failure to take direction from us will result in you being asked to leave our premises and possible termination of your Membership.
  7. All directional and information signs displayed or given to you by Your Lifestyle Club must be read and obeyed.
  8. If you do not comply with the conditions set out in these terms and conditions or your do not follow our directions or if you engage in misconduct or hazardous behaviour, then we may cancel your membership and we are not obliged to refund any monies charged for your use of the Equipment.
  9. You consent to Your Lifestyle Club using any photos/video taken during your use of the Equipment to be used for marketing purposes.
- IMPORTANT: WAIVER AND RELEASE**
10. Section 139A of Competition and Consumer Act 2010 (Cth) permits us to ask you to agree that the statutory guarantees under the Australian Consumer Law (Cth) do not apply to you.
  11. By agreeing to these terms and conditions, you acknowledge, agree and understand that, to the full extent permitted by law, that your rights to sue us (and our servants and agents) in relation to Your Lifestyle Club and its Equipment and associated activities ('the recreational activities') are excluded or otherwise restricted or modified in accordance with these terms and conditions.
  12. You acknowledge and agree:
    - (a) the recreational activities were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill; and
    - (b) you release us and our servant and agents from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.
  14. By agreeing to these terms and conditions, you acknowledge, agree and understand that, to the full extent permitted by law, our liability in relation to the recreational activities and any similar state legislation and laws and recreational activities for any:
    - (a) death;
    - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
    - (c) the contraction, aggravation or acceleration of a disease;
    - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to you or the community or that may result in harm or disadvantage to you or the community; that may be suffered by you, or an Unapproved User, (or person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded.
  15. By agreeing to these terms and conditions, to the full extent permitted by law, you agree to waive and/or release us and our servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against us and/or our servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you or an Unapproved User may suffer or sustain in the course of or consequential upon or incidental to your participation in the recreational activities, whether caused by negligence by us or our servant and agents, breach of contract or otherwise.
  16. By agreeing to this document, you acknowledge, agree and understand that:
    - (a) we will permit you to participate in the recreational activities, and provide you with the associated services, in part in consideration of you agreeing to this document; and
    - (b) we may rely on this document in any court proceedings; our heirs, executors and assigns may also rely on this document and the laws of New South Wales and the Commonwealth of Australia govern this document.
  17. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, us or our servants and agents, from any claims by agreeing to this document, however we may refuse to allow you to participate in the recreational activities, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, us and our servants and agents, by agreeing to this document.
  18. If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible the offending part) is to be severed from this release and waiver without affecting the enforceability, validity or legality of the remaining clauses (or parts of these clauses) which will continue in full force and effect.

**MINORS (THE FOLLOWING APPLIES IF YOU ARE THE PARENT/GUARDIAN OF SOMEONE UNDER THE AGE OF 18 YEARS)**

- 19 I, the undersigned, am the parent/guardian with legal responsibility for the above named minor.
- 20 I acknowledge, understand and accept these terms and conditions, and consent and agree to the above named minor's participation in the recreational activities.
- 21 In consideration for my permitting the above named minor to engage in the recreational activities, I agree to these terms and conditions as a binding and enforceable document and I release and indemnify Your Lifestyle Club and their directors, employees, agents, contractors and insurers against any claim, liability, loss or damage arising out of the above named minor's participation in the recreational activities.
- 22 I have conveyed these terms and conditions to the above named minor.