

RHODES HOUSE

ONE MISSENDEN ROAD, CAMPERDOWN

GYM WAIVER AND RELEASE

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

1. I agree to abide by the rules of STRATA PLAN 46789 (RHODES HOUSE). I am responsible for any damage to the equipment which I may cause due to negligence.
2. I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge STRATA PLAN 46789 (RHODES HOUSE), and its agents, employees, and owners corporation committee members from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, STRATA PLAN 46789 (RHODES HOUSE), provided that this waive of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.
3. I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.
4. I acknowledge, agree and represent that I understand the nature of STRATA PLAN 46789 (RHODES HOUSE). I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time, I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity.
5. By this Waiver, I assume any risk, and take full responsibility and waive and of personal injury, death, damage, or loss of personal property, associated with STRATA PLAN 46789 (RHODES HOUSE), including but not limited to using the facility and its equipment in any manner, form or fashion.
6. This WAIVER AND RELEASE contains the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.
7. The provision of the WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of STRATA PLAN 46789 (RHODES HOUSE), whether by agreement, by operation of law, or otherwise.
8. I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE, I have given up considerable future legal rights.

SIGNATURE OF RESIDENT: _____

DATE: _____

SIGNATURE OF WITNESS: _____

DATE: _____

NAME OF WITNESS: _____

RHODES HOUSE

ONE MISSENDEN ROAD, CAMPERDOWN

COVID-19 GYM WAIVER AND RELEASE

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organisation. COVID-19 is extremely contagious and is believed to spread mainly from person to person contact.

STRATA PLAN 46789 (RHODES HOUSE) has put in place preventative measures to reduce the spread of COVID-19; however, they cannot guarantee your safety from COVID-19 within the premises. As such, before granting access to the gym, STRATA PLAN 46789 (RHODES HOUSE) will require an undertaking of risk and waiver of liability from all residents before access to the gym can be allowed.

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the gym, and such exposure of infection may result in personal injury, illness, permanent disability, and death.
2. I understand that the risk of exposure extends to anyone with whom I have regular close physical contact, including members of my household (partners, children, parents, and others)
3. I understand that the risk of becoming exposed to or infected by COVID-19 in the gym may result from the actions and omission of myself and others, including, but not limited to, contractors, building management, and owners corporation representatives.
4. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or mine may experience or incur in connection with my attendance at the gym.
5. I HEREBY WAIVE AND RELEASE, hold harmless and forever discharge STRATA PLAN 46789 (RHODES HOUSE), and its contractors, building management, and owners corporation representatives of and from all claims, demands, debts, contracts, expenses, cause of actions, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my attendance or any activities conducted at the premises of STRATA PLAN 46789 (RHODES HOUSE), provided that this waive of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct arising out of exposure to COVID-19.

SIGNATURE OF RESIDENT: _____

DATE: _____

SIGNATURE OF WITNESS: _____

DATE: _____

NAME OF WITNESS: _____