

BELLARINE DOG ACTIVITIES GROUP

ASSUMPTION OF RISK, EXCLUSION AND WAIVER OF LIABILITY

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form as the Released Party is required to ensure that the recreational services it supplies to you, the Releasing Party-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

I, _____, (the "Releasing Party") and the undersigned, have enrolled myself and my dog(s) in dog training classes, private consultations, workshops or other related activities ("Activities") offered by the Bellarine Dog Activities Group ("BDAG"), (the "Released Party").

By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioural issues. I acknowledge that dogs can be inherently difficult to control and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with BDAG and its authorised representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable). I hereby voluntarily accept and assume, without reservation, all risks associated with my participation in the Activities, including, but not limited to: the risks of any and all injuries to myself, my dog and any of my family

members or third parties who may attend and the risks that my dog may cause injury to other persons and/or dogs while participating in the Activities.

As lawful consideration for participating in the Activities, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns hereby waive, release and discharge BDAG, its employees, directors, agents, members, committee members and instructors from all actions, suits, claims, demands, costs and other liabilities in connection with or incidental to my participation in the Activities whether caused by the negligence of BDAG or otherwise.

I agree to hold harmless, indemnify and promise not to sue BDAG, its employees, directors, agents, members, committee members and instructors in respect of all actions, suits, claims, demands, costs and other liabilities that I may have against BDAG arising in connection with or incidental to my participation in the Activities, whether caused by the Released Party's negligence or otherwise.

To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, I acknowledge and accept that in no event will BDAG, or its employees, directors, agents, members, committee members and instructors be liable in respect of any claim for any indirect or inconsequential loss or damage including without limitation personal injury, financial loss (such as loss of profits or use of capital or revenue or otherwise), or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort, equity, breach of statute or statutory duty or breach of any consumer guarantees.

This Assumption of Risk, Exclusion and Waiver of Liability shall be legally binding on the Releasing Party. It shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law within Australian states and territories. Should the Releasing Party assert a claim to the contrary to what has been agreed to in this Waiver of Liability, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party in relation to any such claim asserted. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party. Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

I certify that I have read this document and that I fully understand its content. I am aware that this is a release of liability and a binding contract that I sign of my own free will and I represent that I am at least 18 years of age.

Dog Owner's Name ("Releasing Party"): Provided electronically as part of Membership Registration Process

Date: As per date of Membership Registration

Dog Owner's Signature: Provided electronically as part of Membership Registration Process