

Conditions of entry

The following terms and conditions apply to all entrants to this facility. By using this facility, you are deemed to have agreed with and understood the following.

You are also aware that any person who is, in the opinion of Council staff, in breach of any of these conditions of entry, any applicable legislation or policies of Council shall be asked to leave the premises immediately. Failure to follow this direction may result in the police or security being called.

1 You will:

- i. pay all entry fees associated with entry into this facility and participation in activities in the facility
 - ii. comply with the terms of all signs and notices displayed within the facility
 - iii. not harass, threaten or intimidate Council staff, volunteers, or any other persons present on the premises;
 - iv. not behave in a manner that would be regarded by a reasonable person as being, in all the circumstances, offensive
 - v. observe all lawful directions from Council staff in relation to your use of this facility
 - vi. not deliberately or recklessly use or damage any equipment in the facility
 - vii. not bring onto any facility, use or distribute in any facility, alcohol or any illegal substances such as illicit drugs;
 - viii. Smoking, drinking and any other similar antisocial activities are strictly prohibited within the premises or in the vicinity of the premises.
- 2.** You acknowledge that we use video monitoring in the facility and we may collect, store and disclose your personal information obtained as a result of such monitoring in accordance with the Privacy and Personal Information Act 1998 (as amended from time to time).

- 3.** You acknowledge that the activities undertaken on these premises have inherent risks, dangers and hazards, and that there is a risk of personal injury and/or death from your participation in any activity conducted on these premises. By participating in the activity, you acknowledge and accept all risks, hazards and dangers associated with any activity or your presence on the premises regardless of whether such risks are obvious, hidden, incidental or consequential, and you hereby indemnify Council, its employees, agents and contractors from all claims of any kind in relation to any loss or damage that may result from your participation or presence on the premises including but not limited to any claims for loss or damage which is special, direct, indirect or consequential
- 4.** You agree that all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded in any contract between us permitting you to use the facility and undertake activities within the facility. In particular, we are not liable for:
- i. negligence or
 - ii. breach of terms implied that services will be provided with reasonable care and skill
 - iii. that, in either case, results in your death or injury (whether physical or mental, including the coming into existence of an injury or its aggravation, acceleration or recurrence) in connection with your use of the facility. For the avoidance of doubt, we do not exclude liability for our reckless conduct.
- 5.** You will adhere to the authority of any current Public Health Order.