

THE HUSTLE
MEMBERSHIP (CASUAL PER ENTRY/ ONGOING)
& DISCLAIMER FORM
as of 10 January 2020

**Exclusion of Liability, Indemnity, Release and
Voluntary Assumption of Risk Agreement**

This Agreement is between

("Member") and The Hustle Society ABN: ABN 75 737 861 125 ("The Hustle").
for the length of the membership and each time a member presents, engages, enters and remains at The Hustle.

This agreement also covers all who enter and remain The Hustle under the booking of the "Member". It is the responsibility of the Member to communicate these conditions to any associated person under Member's booking.

The Hustle - Membership

1. The Member is over the age of 18.
 - a. Where the member is under the age of 18, a parent or legal guardian must sign this waiver and by doing so accepts all terms within this form for the member under 18.
2. Entitles a Member to book the basketball court.
3. Bookings are confirmed once payment has been made to The Hustle's bank account by bank transfer or payment *before* use of court.
4. All regular bookings are subject to an additional agreement which outlines the duration of booking and all related details.
5. Entitles a Member and guests to use the Member's lounge/common area (excludes hot desk/office space).
6. The cost of this Membership is \$40.00 AUD.
7. This Membership is valid for one year from date of signing this form.
8. The terms of the agreement may be updated and changed at any time at the discretion of the The Hustle Society.

In consideration of being permitted to enter The Hustle and participate in recreational activities conducted at The Hustle, the Member acknowledges and agrees:

1. The Hustle is in the business of providing a space and basketball court for recreational activities, particularly and related to, however not limited to, the sport of basketball. This includes official and private events and games, training, classes, drills and related activities ("Business").
2. By entering The Hustle the Member is at risk of death, or of suffering personal injury (both physical and psychological) or loss and damage to property ("Harm") arising from The Hustle conducting Business.
3. Possible causes of harm include but are not limited to: injury relating to training, game and related activities, extreme physical exertion, fatigue, recovery pain, pains and strains related to fitness activities carried out at The Hustle.
4. The Member releases and indemnifies The Hustle and holds it harmless with respect to all liability for death, personal injury, and all other loss and damage, including damage to personal property howsoever arising, except to the extent prohibited by law.
5. The Member takes responsibility and liability for all patrons associated with any booking made under the Member's name.
6. The Member voluntarily has entered The Hustle at their own risk and knows that personal injury to themselves and their all associated attendees under their booking. The Member recognises that such recreational activities has the potential to cause such injury.
7. The Member will not, whilst on the premises, consume or otherwise take in substances or do things that will adversely affect the Member's physical or mental ability, capacity or judgement. The Member will encourage and ensure that their members also agree to this.
8. If the Member or those associated with the Member's booking enter The Hustle and proceeds to use any facility available at The Hustle, the Member declares having read and understood The Hustle's terms of use, rules and procedures provided.
9. The Member must disclose any personal medical condition, physical or mental, that may affect capacity or judgement.
10. The Hustle reserves the right to refuse the Member and all associated with the booking without limitation, entry to The Hustle and at any time may withdraw its consent for the Member or associated persons to remain at The Hustle.
11. Before signing this form, the Member has read and fully understands its meaning and that the Member, by signing this form, may be giving up important legal rights.
12. The Member and all associated persons who uses, engages and participates in the Hustle agrees to uphold the integrity of the facility, reputation and community with care and respect. Should any damage be caused as a result of failing to uphold the integrity of The Hustle, recklessness or negligence and lack of responsible use, the Member is liable to pay for such damages arising.
13. The Member agrees that should there be an action or inaction that breaches a clause, rules or provisions read and understood today and, in the future, could result in a termination of the membership.

WARNING – AUSTRALIAN CONSUMER LAW AND OTHER LEGISLATION

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you 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 the Australian Consumer Law and in some states, other legislation, 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 other legislation 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.

If you do not understand this form, or do not agree to be bound by the provisions of this Agreement, you should not sign it and thereafter should forthwith leave The Hustle.

SIGNING PAGE

ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I acknowledge that the activities I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity:

- I may be injured, physically or mentally, or may die
- My personal property may be lost or damaged
- Other persons participating in such activity may cause me injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of negligence or breach of contract of The Hustle.
- There may be no or inadequate facilities for treatment or transport of my if I am injured
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participating in the Business

ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

In consideration of the acceptance of my payment in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify The Hustle.

- I, and all associated with my booking, participate in the activity at my sole risk and responsibility.
- I agree that before I participate in the activities, I will independently inspect the related facilities and equipment. I will immediately advise The Hustle any unsafe condition that I have observed. I will refuse to participate in the activities until all unsafe conditions observed by me have been remedied.
- I release, indemnify and hold harmless The Hustle, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of injury, loss damage or death caused by me or my property in any way, whatsoever.
- I also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against The Hustle in respect of that injury or damage.
- I acknowledge that I have either had a physical examination and been given my physician’s permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my physician and assume all responsibility for my participation and activities, and utilization of equipment in my activities.
- I hereby release The Hustle and all persons or corporations associated directly or indirectly with the conduct of the business and activities from all claims, demands and proceedings arising out of my participation and hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in the activities. This release shall extend to and include The Hustle’s organiser, partners, managers, officers, agents, contractors, any club, organization and volunteers including medical and paramedical personnel appointed for the activities, the owners, licensees, and occupiers of land on which the activities or any part of it are conducted or which is involved directly or indirectly with the activities in any manner whatsoever and promoters, sponsors and activities organisers. This release and indemnity continues forever and binds my heirs, executors, personal representative and assigns.

I accept the conditions of this Agreement and acknowledge the risks arising from me entering and remaining at The Hustle.

Full name Name (or Parent): DOB:

Signature:..... Date:.....