

ASHBURTON POOL AND RECREATION CENTRE

CONDITIONS OF ENTRY

WARNING: If you participate in these activities your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because these activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

NOTE: The change to your rights, as set out in or on this sign, 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 committing to doing 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*.

By entering these premises, you agree to the following terms and conditions of entry (conditions of Entry):

1. You must obey all signs displayed on the premises and follow all reasonable requests made or directions given by staff of either the YMCA or the Boroondara Council (Council) including in the event of an emergency.
2. No child under 10 years of age is permitted to enter the premises except when the child is accompanied or supervised by an adult.
3. If you are accompanying a child under 10 years of age, you must ensure that you actively supervise your child/children at all times and ensure that they comply with these conditions of Entry.
4. You must not bring any alcohol, drugs, weapons, glass or other breakable objects onto the premises.
5. You must not bring any animal other than a guide dog onto the premises.
6. You must not use offensive language or otherwise behavior offensively.
7. You must not behave in a way which:
 - a. is disrespectful of other patrons; or
 - b. interferes with the enjoyment of the premises by other patrons; or
 - c. endangers or causes injury to other patrons; or
 - d. obstructs or otherwise prevents YMCA or council staff from performing their work; or
 - e. causes damages to the premise or any property.
8. You must not leave your personal property unattended other than in a secured locker.
9. You must not use a camera, video-camera or other audio or visual recording devices without the prior consent of either YMCA or Council staff.
10. If you or any children accompanying you on the premises willfully or through negligence cause damage to the premises or any property on the premises, you will be responsible for that damage.
11. To the extent permitted by law, neither the YMCA nor the council accepts liability for any loss or damage to your personal property on the premises.
12. To the extent permitted by law, neither the YMCA nor the council accepts liability for any injury to or death of any person at the premises.
13. Failure to comply with any of these Conditions of Entry may result in you being refused entry to, or evicted from the premises and any membership you have suspended or cancelled.
14. To the extent permitted by law, the YMCA and the council reserve the right to refuse entry to any person or evict them for any reason including if a person appears to be under the influence of drugs or alcohol.
15. CCTV in operation throughout facility.
16. Please take note of area specific conditions of entry throughout facility.

