

VICTORIA

WARNING UNDER THE FAIR TRADING ACT 1999

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 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 section 32N of the **Fair Trading Act 1999**, 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 **Fair Trading Act 1999** 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 is defined in the Fair Trading (Recreational Services) Regulations 2004.

Exclusion of rights under the Australian Consumer Law (Victoria)

By signing below, I agree that the liability of _____ Insert name of supplier _____ for any death or personal injury (as defined in the Fair Trading Act 1999) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

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

Name (Print):.....

Signature of witness:.....

Name and address of witness:.....

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