

Ride On and Bike Use Risk Acknowledgement and Waiver Form

Name of Parent/ Caregiver:.....

Upper Yarra Toy Library advises that the use of ride-ons (including scooters) and bikes (including balance bikes contains elements of risk, both obvious and inherent.

By signing this waiver I acknowledge that:

I understand that using ride-ons and bikes (hereafter referred to as equipment) involves a risk of injury from various causes.

I hereby release Upper Yarra Toy Library and all persons or corporations associated directly or indirectly with providing the equipment from all claims, demands and proceedings arising out of my child's (or children's) 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 child's (children's) use of this type of equipment.

I agree that before my child(ren) use this equipment, I will supply a suitable helmet, sandals or runners as the minimum protective equipment requirements at all times whilst they are using the equipment.

I agree that before I let my child(ren) use this equipment I will independently inspect it. I will immediately advise Upper Yarra Toy Library of any unsafe condition that I have observed. I will refuse to allow my child(ren) to use the equipment until all unsafe conditions observed by me have been remedied.

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 me: -

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

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask me to agree that these statutory guarantees do not apply to me. If I sign this form, I will be agreeing that my rights to sue the supplier under the Fair Trading Act 1999 if my child(ren) is/are killed or injured because the equipment provided was not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to my rights, as set out in this form, do not apply if my 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.

Declaration: I have read and I understand these Conditions of Use and agree to be bound by them.

Signature:.....

Witness:..... Dated (dd/mm/yyyy) / /