

Armadale Bowls Club @ South Caulfield Inc.

41 Sussex Road Caulfield South 3162

Phone: 9528 4620

Web: armadalebowlsclub.com.au

Liability for Damage Clause (Australian Law)

This Liability for Damage Clause ("Clause") is an integral part of the agreement between the premises owner or operator ("Premises Owner") and any individual or group of individuals ("Patron") using the premises for a sporting event. This Clause outlines the Patron's personal liability for any damage they may cause to the premises during the event, in accordance with Australian law.

1. Assumption of Responsibility

By entering the premises for the sporting event, the Patron expressly assumes full responsibility for their actions and the actions of any individuals under their control or supervision. This includes, but is not limited to, any damage caused to the premises, its fixtures, equipment, or any other property located therein.

2. Personal Liability

The Patron acknowledges and agrees that they are personally liable, in accordance with Australian law, for any and all costs associated with repairing or replacing any damaged property belonging to the Premises Owner, or any third parties, resulting from their actions, or the actions of those under their control or supervision, during the sporting event.

3. Definition of Damage

For the purpose of this Clause, "damage" shall be defined in accordance with Australian law as any harm, injury, destruction, defacement, or impairment to the premises, its contents, or any property located therein, whether intentional or accidental, that is directly or indirectly caused by the Patron or individuals under their control or supervision.

4. Notification and Assessment of Damage

In the event of any damage occurring during the sporting event, the Patron shall immediately notify the Premises Owner or their designated representative in accordance with Australian law. The Premises Owner reserves the right to assess the extent of the damage and determine the cost of repairs or replacement at their sole discretion, consistent with Australian law.

5. Payment of Damages

Upon receiving notice of damage and the associated repair or replacement costs, the Patron agrees to promptly pay the specified amount to the Premises Owner or their designated representative in accordance with Australian law. Payment shall be made within a reasonable timeframe, as determined by the Premises Owner, following the conclusion of the sporting event, consistent with Australian law.

6. Right to Pursue Legal Action

The Premises Owner reserves the right to pursue legal action against the Patron to recover any costs associated with repairing or replacing damaged property, including but not limited to legal fees and court costs, in accordance with Australian law.

7. Governing Law and Jurisdiction

This Clause shall be governed by and construed in accordance with Australian law. Any disputes arising under or in connection with this Clause shall be subject to the exclusive jurisdiction of the courts in Australia.

By participating in the sporting event and entering the premises, the Patron acknowledges that they have read, understood, and agreed to be bound by the terms of this Liability for Damage Clause, consistent with Australian law.

Signature of Patron: _____

Printed Name of Patron: _____ Date: _____

Premises Owner: Armadale Bowls Club @ South Caulfield Inc.

Signature of Premises Owner or Authorized Representative: _____

Printed Name of Premises Owner or Authorized Representative: _____

Date: _____

This Clause is effective as of the date of the sporting event and shall remain in force for all future events unless amended or revoked in writing by the Premises Owner, in accordance with Australian law.

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Limitation of Liability Clause (Australian Law)

This Limitation of Liability Clause ("Clause") is an integral part of the agreement between [Sporting Club Name], hereinafter referred to as the "Club," and any individual or group of individuals, hereinafter referred to as the "Patron," using the Club's facilities or participating in Club-sponsored events. This Clause outlines the limitations of the Club's liability for any actions or conduct of Patrons in accordance with Australian law.

1. Acknowledgment of Risks

The Patron acknowledges that participation in sporting events, use of Club facilities, and attendance at Club-sponsored events inherently involve certain risks and dangers, including but not limited to physical injury, property damage, and personal liability.

2. Assumption of Responsibility

The Patron expressly assumes full responsibility for their actions, conduct, and any risks associated with their participation in Club activities or events. The Patron also assumes responsibility for the actions and conduct of any individuals under their control or supervision while on Club premises or participating in Club activities.

3. Limitation of Club's Liability

The Patron agrees that, to the fullest extent permitted by Australian law, the Club and its officers, employees, volunteers, agents, and affiliates shall not be liable for any injury, loss, damage, or claim, including but not limited to personal injury, property damage, or financial loss, arising from or related to:

4. Release and Indemnification

The Patron hereby releases, discharges, and indemnifies the Club and its officers, employees, volunteers, agents, and affiliates from any and all claims, demands, actions, or causes of action arising out of or related to the Patron's participation in Club activities or events, including those caused by the negligent acts or omissions of the Club, its officers, employees, volunteers, agents, or affiliates.

5. Governing Law and Jurisdiction

This Clause shall be governed by and construed in accordance with Australian law. Any disputes arising under or in connection with this Clause shall be subject to the exclusive jurisdiction of the courts in Australia.

6. Severability

If any provision of this Clause is found to be invalid or unenforceable under Australian law, such provision shall be severed, and the remaining provisions shall continue to be in full force and effect.

By participating in Club activities or events and using Club facilities, the Patron acknowledges that they have read, understood, and voluntarily agreed to the terms of this Limitation of Liability Clause in accordance with Australian law.

Signature of Patron: _____

Printed Name of Patron: _____ **Date:** _____

Premises Owner: Armadale Bowls Club @ South Caulfield Inc.

Signature of Club Representative: _____

Printed Name of Club Representative: _____

Date: _____

This Clause is effective as of the date of participation in Club activities or events and shall remain in force for all future activities or events conducted by the Club, unless amended or revoked in writing by the Club, in accordance with Australian law.