

WAIVER OF LIABILITY FOR CLUBS WITHOUT RESIDENT MANAGERS

1 February 2022

1. Merriment Alpine Club Cooperative Limited (the Club) has put in place a number of preventative measures to reduce the spread of COVID-19. However, the Club cannot guarantee that you or anyone else will not become infected with COVID-19. Further, attending the Club could increase your risk of contracting COVID-19.

Standards for COVID-19

2. The Club has adopted a COVID Safe Plan to assist with the prevention of COVID-19 transmission within the lodge. You must familiarise and comply with this Plan and ensure all individuals within your booking party do the same. A copy of the Club's COVID Safe Plan has been emailed to all members and a hard copy will be available in the lodge.
3. You must also comply with all Federal and State Government social distancing requirements and guidelines including the requirement to remain at a distance of 1.5 metres from any other individual.
4. If you are a member of the Club, you are also responsible for ensuring that all non-members in your booking party receive and understand the COVID Safe Plan and comply with all COVID-19 requirements.

Condition of Entry

5. As a condition of entry, and any temporary residence in, the Club, you agree that you will take all reasonable steps to ensure that you and all individuals in your booking party:
 - 5.1 read and agree to this Waiver of Liability for Clubs Without Resident Managers
 - 5.2 comply with the requirements of the Club's COVID Safe Plan
6. Any breach or non-compliance with any COVID-19 requirements may lead to a direction being issued to you and/or other individuals in your booking party to immediately leave the premises. If such a direction is issued you must comply with it.

Acknowledgment

7. By signing this form you agree to the above conditions and you also acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or other individuals in your booking party may be exposed to or affected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability or death. You further understand that the risk of becoming exposed or infected by COVID-19 at the Club may result from the actions, omissions or negligence of others.

No Liability to the Club

8. You voluntarily agree to assume all of the foregoing risks and to accept the sole responsibility for any injury or illness to you or any other individuals in your booking party which may experience or incur in connection with attendance at the Club's premises. You hereby release, discharge and hold harmless the Club, its Directors, committee members, agents and representatives of and from any claims including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any claims based on acts, omissions or negligence of the Club, its Directors, committee members, agents and representatives whether the COVID-19 infection occurs before, during or after your attendance at any Club premises.

Immediate Notice of Symptoms

9. You further agree that if you or any of the individuals in your booking party display any flu like symptom then you must immediately notify the Club.

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Signed

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Dated

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Print name

By signing above I also confirm that I (and any children 12 -18 years under my care during the stay) will each undertake a COVID PCR or RAT test no more than 24 hours prior to arrival at the Club and will not enter the Club unless the test result is negative.