



Scouts WA Liability Statement (Waiver)

Date Approved:
30 November 2015

In consideration for being allowed to enter and participate in any activity or program at any place or site where any Scouts WA activity or program is conducted, the **Parent or Guardian** agrees as follows:

1. The Member understands that there are inherent risks associated with participation in any activity or program at any place or site where any Scouts WA activity or program is conducted, ranging from minor injuries to serious injuries, such as paralysis, or death, and agrees to assume those risks. Whilst on approved Scouting activities, members of Scouts WA will continue to be covered by the Scouts WA insurance program.
2. The Member agrees to take care for themselves and others, and to immediately advise Scouts WA staff or members if they consider they are in danger, or may be unable to complete any activity without jeopardising their safety or the safety of others. The Member must not participate in any activity while under the influence of alcohol or drugs, and must refrain from behavior which could affect the Member's safety, the safety of others, or any equipment or devices being used in any activities.
3. The Member must comply with all reasonable directions and instructions given by Scouts WA members and its staff, including warnings or safety instructions for the use of all equipment and devices.
4. Except where required by mandatory operation of law, Scouts WA shall not be liable to the Member for any personal injury, death, loss or damage to property, or for any direct, indirect, special or consequential loss or damage suffered by them or any other person. This clause does not exclude any entitlement that Scouts WA members have under the Scouts WA insurance program whilst on approved Scouting activities and programs.
5. Scouts WA members have cover under the Scouts WA insurance policy whilst on approved Scouting activities and programs. The Member (on their own behalf and on behalf of their executors, successors, representatives, assigns, and next of kin) hereby releases, waives, and agrees to forego any claim they may have or may later acquire against Scouts WA, its officers, or employees for any liability arising from any occurrence at any Scouts WA activity centre which leads to their personal injury or death, or any loss or damage to personal property including, without limitation, any direct, indirect, or consequential loss or damage that may arise from the same.
6. The Member agrees that they are 18 years of age or over. If not, their legal parent or guardian must sign this waiver on their behalf or, if they are not the legal parent or guardian, they agree that they sign this with the express permission of the child's legal parent or guardian.
7. The Member agrees to execute sign and execute this Waiver as a condition of participating in activities at Scouts WA activity centres. If the Member (or, if the Member is a child, a person authorised to sign on behalf of the Member) does not execute the Waiver then Scouts WA may refuse the Member entry to any Scouts WA activity centre, and the Member may not participate in activities at these centres.
8. This Waiver is not intended to reduce, or invalidate, the insurance cover to members of Scouts WA engaged in approved Scouting activities and programs. That insurance cover operates separately. Although as a result of the waivers, Scouts WA itself may have no liability outside of its specific member insurance, its insurer may provide specific cover for specific events to Scouts WA members engaged in official Scouting activities, and in such circumstances Scouts WA's liability is limited to the amount of cover so provided.