



## 46 APPLICATION FOR GYM MEMBERSHIP

### MEMBER DETAILS

Please advise this office of any changes to your member details.

These records facilitate timely communication with you and enables staff or medical personnel to contact the appropriate person (members emergency contact) if an incident occurs.

Applicants must be 18 years of age or over.

MEMBER NAME: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
MOBILE PHONE: \_\_\_\_\_ HOME/WORK PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

### MEMBER EMERGENCY CONTACT PERSON

Please advise this office of any changes to your emergency contact person's details so your record can be updated.

CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
MOBILE PHONE: \_\_\_\_\_ HOME/WORK PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
RELATIONSHIP: \_\_\_\_\_

### MEMBERSHIP DETAILS & FEES

GYM ACCESS:  YES  NO POOL ACCESS:  YES  NO  
COMMENCEMENT DATE: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_  
TRUST NUMBER: \_\_\_\_\_ RECEIPT NUMBER: \_\_\_\_\_  
MEMBERSHIP TYPE:  
ADULT:  1 MONTH  3 MONTHS  6 MONTHS  12 MONTHS  
CONCESSION:  1 MONTH  3 MONTHS  6 MONTHS  12 MONTHS

### DISCLAIMER

Boulia Shire Council including Staff shall not be liable or be held responsible for any mishap, personal death, damage or loss of property or any other loss / damage arising from, or in connection with, the use of the gym equipment. Members using the Gym and Pool do so on the understanding that they believe that their state of health and physical condition is such that their wellbeing will not be unduly affected when using the equipment and apparatus. The Boulia Shire Council encourages all members to seek medical advice prior to commencing exercise at the Boulia Sports and Aquatic Centre.

Some Public Holidays are excluded and Boulia Shire Council reserves the right to amend the hours of operation, services offered, fees, charges, membership terms and conditions in accordance with the changing requirements of the Sports and Aquatic Centre's Gym and Pool. You will only have access to the Gym room, toilets/shower facilities and pool area (if the pool is inclusive of your membership). All other areas are alarmed and monitored.

I agree to be courteous and respectful to all other members and staff.

If you are agreeable to all the requirements below, please sign where indicated.



## **GYM USE CONDITIONS (24 HOUR ACCESS WITH A SWIPE KEY)**

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### **SAFETY AND SECURITY (INCLUDING OUT OF HOURS USE)**

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If you are using the Gym out of hours because of issues with security and the Boulia Shire Council's Duty of Care, the facilities are only available to patrons who agree to certain rules: -

- (a) Let someone know you are going to the Gym, so they can follow up if you do not return.
- (b) Do not to use bench presses or other identified equipment where another person must assist you if you have difficulties.
- (c) Find a 'Gym Buddy' as it is preferable that patrons do not access the Gym on their own.
- (d) Have access to a mobile phone whilst using the facilities to call for help in the event that you experience difficulties.
- (e) You understand that you will be monitored by video surveillance.
- (f) *Entry* is via the back in the little door. Go through the storeroom, into the hall and the gym is in the back middle room.
- (g) *Exit* is via the same door.

### **USE OF GYMNASIUM EQUIPMENT**

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You must leave the equipment as you would like the equipment to be when you arrive. We ask that you: -

- use of a towel including the covering of equipment during gym session;
- wipe down equipment after use (with the wipes provided), and
- place equipment back on racks, etc.

### **HOUSEKEEPING (BEFORE YOU LEAVE THE GYM)**

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Prior to your departure from the Gym, could you please ensure that you: -

- sign the Attendance Sheet;
- turn the lights off; and
- turn the air-conditioning off.



## **POOL ACCESS CONDITIONS (DAYLIGHT HOURS ONLY WITH A SWIPE CARD)**

An access card will only be issued on completion of this form. All adult persons (over the age of 18) wishing to access the complex using this card are required to sign the form before entering the gym room or pool complex.

### **RISKS ASSOCIATED WITH USE**

I acknowledge that at the swimming pool complex there may be dangers posed by:

- the nature of the facility (in particular, a body of water in which persons swim, and into which they may fall);
- the condition of the swimming pool complex;
- operations being conducted at the swimming pool complex;
- the actions, intentional or careless, of persons at the swimming pool complex, including persons not authorised to be there;
- and weather conditions (e.g. lightning).

### **SUPERVISION OF USERS**

Further, I acknowledge that Bouliia Shire Council (the "Council") does NOT provide a lifeguard or any other form of monitoring or supervision at the swimming pool complex (after hours), and that adults must ensure their own safety while at or near the swimming pool complex.

### **DISCLAIMER OTHER THAN FOR LIABILITY UNDER THE COMPETITION AND CONSUMER ACT 2011 (CTH)**

I understand that the Council and its employees, contractors, and agents (collectively "representatives") accept no responsibility for ensuring the safety or security of persons who enter the swimming pool complex.

In particular, I understand that Council and its representatives accept no contractual obligation, no general law duty and no statutory duty of care to ensure the safety of persons or their property within or near the swimming pool complex, and I accept that Council and its representatives will not be responsible to any person, under any circumstance, for:

- death, illness or injury suffered at the swimming pool complex, or resulting from an occurrence there; or
- loss or destruction of, or damage or injury to, the property of any person at the swimming pool complex and/or resulting from anything that occurs there.

### **DISCLAIMER UNDER THE COMPETITION AND CONSUMER ACT 2011 (CTH)**

It is possible for a supplier of recreational services to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities). By agreeing to these terms and conditions, I agree that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services that I undertake because the services provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing this form, I agree that the liability of Council in relation to recreational services for any:-

- death.
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:-
  - (i) that is or may be harmful or disadvantageous to you or the community;
  - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities; is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded. This exclusion does not apply to significant personal injury suffered by a person that is caused by the reckless conduct of the Council in the supply of the recreational services being access to the swimming pool complex.

### **DEFINITIONS**

- Recreational services are services that consist of participation in:-
  - sporting activity or similar leisure-time pursuit; or
  - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- Reckless conduct is conduct where:-
  - Council is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and
  - engages in the conduct despite the risk and without adequate justification.
- After hours: That period where council does not have an active lifeguard on duty.



# BOULIA

## SHIRE COUNCIL

Address all correspondence to:  
Chief Executive Officer  
18 Herbert Street, Bouli QLD 4829  
ABN: 20 492 088 398

Email: [admin@bouli.qld.gov.au](mailto:admin@bouli.qld.gov.au)  
Tel: (07) 4746 3188 | Fax: (07) 4746 3136

### RELEASE AND INDEMNITY

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In return for being permitted to use the swimming pool complex (with or without the payment of a fee):

1. I acknowledge that, together with those in my care, I attend and use the swimming pool complex voluntarily, fully appreciating and accepting the risk that I may suffer or sustain at the swimming pool complex, or as a result of something that occurs there: illness, injury, death, or property loss or damage, irrespective of cause;
2. I acknowledge that I have read and understood the conditions of entry to the swimming pool complex that are attached to this document and agree to abide by those terms and conditions of use whilst I attend and use this facility.
3. I release Council and its representatives from responsibility for illness, injury or death, irrespective of cause, while at the swimming pool complex or as a result of anything that occurs there;
4. I release Council and its representatives from responsibility for property loss, destruction or damage I suffer or sustain, irrespective of cause, while at the swimming pool complex or as a result of anything that occurs there. However, this release does not extend to releasing Council from claims relating to property loss, destruction or damage which may arise out of a breach of the statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth));
5. I undertake to indemnify Council and its representatives against any liability, loss or expense sustained or incurred by them or any of them through being held responsible for:
  - illness, injury or death I suffer or sustain, or any person in my care suffers or sustains; or
  - property loss, destruction or damage I sustain, or that is sustained by the owner of any property in my possession or under my control, or in the possession or under the control of any person in my care, at the swimming pool complex and/or as a result of something that occurs at the swimming pool complex.

### COMPLEX MANAGEMENT

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I acknowledge that for safety and security reasons, all patrons accessing the Complex must:

- obey all signs around the Complex; and
- follow all reasonable requests and instructions given by Council management and employees.

### GENERAL TERMS OF ENTRY

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General Terms of Entry

I acknowledge that-

- NO dogs are permitted within the complex.
- Strictly NO alcohol and or glass are allowed within the complex.
- NO smoking is allowed within the complex or within 5m of the entry gate.
- Strictly NO running, pushing, back flips and bombing.
- Diving is only permitted where the depth of the pool indicates greater than 1.2m.
- Any act which is likely to injure, endanger, obstruct, inconvenience or annoy any other person is not permitted.
- Behaving in a riotous, disorderly, indecent, offensive, threatening or insulting matter is not permitted.
- Patrons who ignore any of the conditions of entry may be asked to leave the premises.
- Patrons are to leave the premises no later than sunset.
- For security purposes the complex is under constant video surveillance.

### CHILD SUPERVISION

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I acknowledge that all children under 18 years of age must be supervised at all times by a parent or responsible guardian of 18 years of age or older. Please note children are not permitted in the gymnasium at any time, or the pool area after hours.

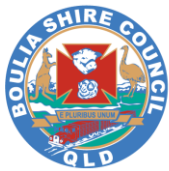
### LOST ARTICLES AND DAMAGE TO PROPERTY

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I acknowledge that Council is not responsible for lost or stolen articles or damage to articles. All articles are stored at the owner's risk and the Council discourages people from bringing valuable articles to the swimming complex.

Clothing, Attire and Related Matters

I acknowledge that appropriate bathing attire, apparel and footwear is to be worn at all times.



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Email: [admin@boulia.qld.gov.au](mailto:admin@boulia.qld.gov.au)  
Tel: (07) 4746 3188 | Fax: (07) 4746 3136

### TERMS AND CONDITIONS AGREEMENT/DECLARATION

By signing this agreement, I acknowledge and agree that:

- I have read and understood the disclaimer, terms and conditions of using the Gym and Pool above, and I understand all my obligations and rights there under and agree to abide by all these terms and conditions and that these terms and conditions may be altered from time to time by Boulia Shire Council in its sole and absolute discretion.
- The Access Card may only be used by the Gym Member.
- The information that I have provided in this form is true and correct in all respects.

MEMBERS NAME: \_\_\_\_\_ MEMBERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### SWIPE CARDS (AFTER HOURS USERS ONLY)

Swipe Card Deposit: \$50.00.

The 'Swipe Card' must be returned to the Boulia Shire Council's Administration Office to facilitate a refund of the Deposit.

**Swipe Card is only issued when three month's membership is paid at time of joining.**

This Swipe Card is not transferable. It is for the Member's use only. I have received my swipe card and understand the conditions.

MEMBERS NAME: \_\_\_\_\_ MEMBERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### OFFICE USE ONLY

STAFF MEMBER NAME: \_\_\_\_\_ STAFF MEMBER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPOSIT PAID       SWIPE CARD ISSUED (IF APPLICABLE)       COPY OF CONCESSION CARD (IF APPLICABLE)

Privacy Collection Notice:  
The personal information gathered by Boulia Shire Council on this form is for the purposes outlined in this form only and will not be used for any other purpose or given to any party unless you have consented, or Council is required or authorised to do so by law.



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### GYM MEMBER SPOTTER LIABILITY RELEASE

Please advise this office of any changes to your details.

These records facilitate timely communication with you and enables staff or medical personnel to contact the appropriate person if an incident occurs.

Spotters must be 18 years of age or over.

SPOTTER NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

#### DISCLAIMER

Where a spotter is in attendance, they must remain for the duration of who they are spotting and/or supervising. They must position themselves so they can monitor the person they are in attendance with. The spotter/supervisor is in attendance for the purposes of supervision, safety and assistance if needed, and not allowed to utilise the facilities and/or equipment unless they are a fully paid and valid member. Boulia Shire Council including Staff shall not be liable or be held responsible for any mishap, personal death, damage or loss of property or any other loss / damage arising from, or in connection with, the use of the gym equipment. The spotter must be capable of lifting the required weight and assisting a gym member in an emergency. The role of the spotter:

- You may be required to offer emergency assistance. The spotter must be capable of undertaking these emergency duties.
- Spotter must not enter the pool unless required to assist the swimmer.

Boulia Shire Council including Staff shall not be liable or be held responsible for any mishap, personal death, damage or loss of property or any other loss / damage arising from, or in connection with the use of the gym equipment. Members using the Gym and Pool do so on the understanding that they believe that their state of health and physical condition is such that their wellbeing will not be unduly affected when using the equipment and apparatus. The Boulia Shire Council encourages all members to seek medical advice prior to commencing exercise at the Boulia Sports and Aquatic Centre. Boulia Shire Council reserves the right to amend the hours of operation, services offered, fees, charges, membership terms and conditions in accordance with the changing requirements of the Sports and Aquatic Centre's Gym and Pool. You will only have access to the Gym room, toilets/shower facilities and pool area (if the pool is inclusive of your membership). All other areas are alarmed and monitored. I agree to be courteous and respectful to all other members and staff. If you are agreeable to all access conditions and requirements in this document, please sign where indicated.

SPOTTER NAME: \_\_\_\_\_ SPOTTER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

STAFF MEMBER NAME: \_\_\_\_\_ STAFF MEMBER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



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### **CESSATION OF MEMBERSHIP – ONLY TO BE COMPLETED WHEN FINALISING MEMBERSHIP**

Swipe card must be returned to the Boulia Shire Council's Administration Office once your membership ceases OR failure to renew your membership causes it to lapse.

Please note: A non – payment period of one month calendar month renders your membership invalid. Consequently, you will be asked to return the swipe card. Notice of this action will be mailed to your address above.

Once you have relinquished the swipe card the refundable deposit will be arranged and a cheque forwarded to your nominated address.

Please allow one week for this process.

CESSATION DATE: \_\_\_\_\_

MEMBERS NAME: \_\_\_\_\_

MEMBERS SIGNATURE: \_\_\_\_\_

STAFF MEMBER NAME: \_\_\_\_\_

STAFF MEMBER SIGNATURE: \_\_\_\_\_

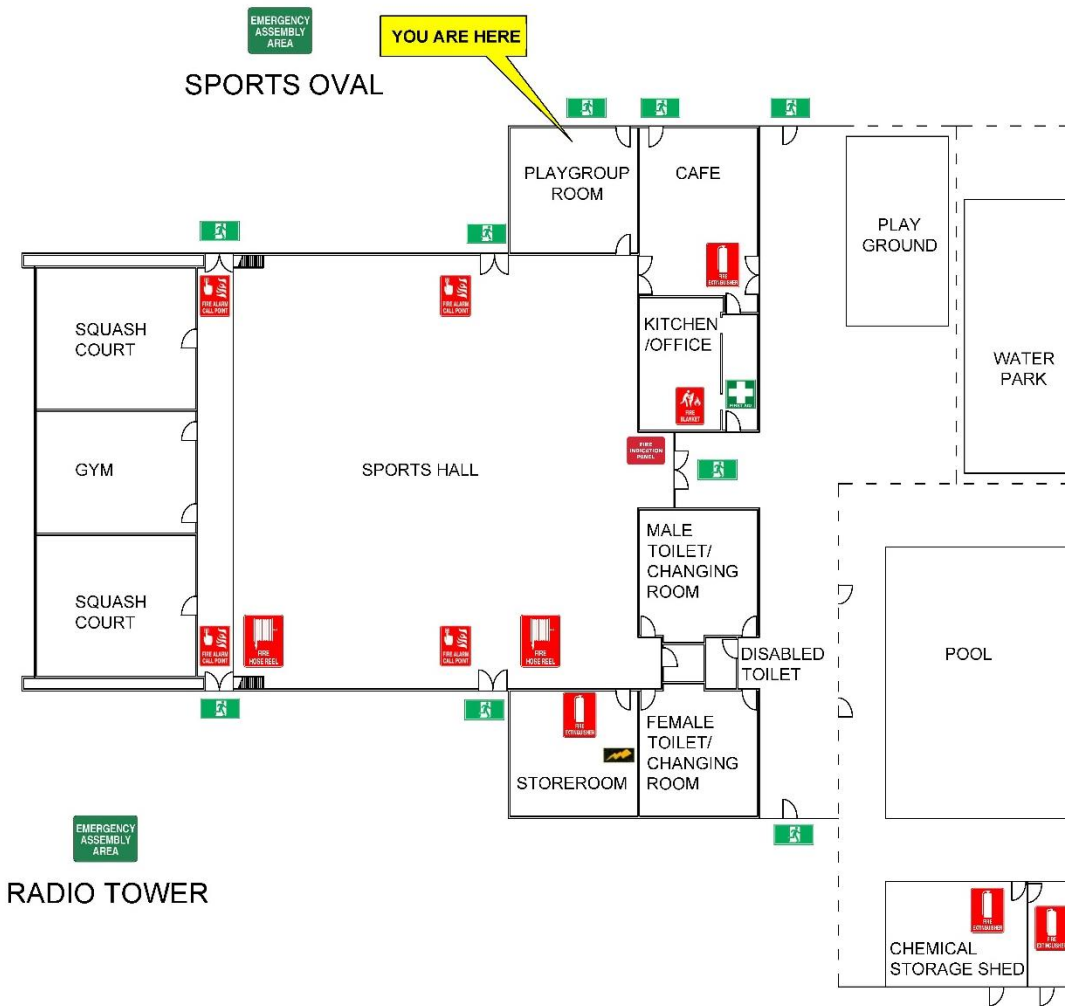
#### Privacy Collection Notice:

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# EVACUATION DIAGRAM

## BOULIA SPORTS AND AQUATIC CENTRE



### EVACUATION PROCEDURES

**STAGE 1: REMOVAL OF PEOPLE FROM THE IMMEDIATE DANGER AREA**  
Occupants and staff in the immediate danger area are to assemble a safe distance away from the fire and smoke. When the area has been evacuated, all doors and windows should be closed to contain fire.

**STAGE 2: REMOVAL TO A SAFE AREA**  
If the severity of the smoke or fire warrants further evacuation, occupants should be moved through fire/smoke doors to a safe area.

**STAGE 3: COMPLETE EVACUATION OF COMPLEX**  
Should the emergency necessitate evacuation of the whole building, the Manager or Fire Service will direct occupants from the safe place to the ASSEMBLY AREA.

**STAGE 4: ROLL CALL**  
To be conducted as soon as possible and to ensure all Persons are accounted for. Report all missing persons to FIRE OFFICERS.

- |  |                         |  |               |
|--|-------------------------|--|---------------|
|  | EMERGENCY ASSEMBLY AREA |  | FIRST AID KIT |
|  | FIRE HOSE REEL          |  | EXIT          |
|  | FIRE ALARM POINT        |  | SWITCH BOARD  |
|  | FIRE INDICATION PANEL   |  |               |
|  | FIRE EXTINGUISHER       |  |               |
|  | FIRE BLANKET            |  |               |

**EMERGENCY**

DIAL 000  
IN CASE OF  
EMERGENCY