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 #gravityworxgym

182-184 SUSSEX STREET COBURG

03 9350 1789



### Gravity Worx Waiver, Release and Indemnity Form

Participants name: Daniel Zuscak

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Email: danielzuscak@hotmail.com

Date of birth: 9/09/1981

1. I am 18 years of age or over and have legal capacity to sign this form OR  
I am under 18 years of age and/or my legal guardian has legal capacity and signs this form on my behalf and consents to my participation at Gravity Worx.
2. I understand that rock climbing both indoor and outdoor is a "dangerous recreational activity" with "obvious and inherent risks" as defined by the "Wrongs and Other Acts (Law of Negligence) Act 2003 (Victoria)" and these provisions apply to my participation and behaviour at Gravity Worx.
3. I HEREBY ACKNOWLEDGE AND AGREE that I am fully aware that rock climbing, including climbing at Gravity Worx and climbing outdoors is inherently dangerous and can result in all manner of physical injury and damage, including death. Rock climbing is physically and mentally demanding and may cause, among other things, panic, anxiety, hyperventilation or heart attack.
4. I do not suffer from any medical condition or know of any other reason that may affect my ability to participate safely in activities and events at Gravity Worx. I fully appreciate and voluntarily assume the risk of injury and/or harm to my health and safety
5. The risks involved in climbing or otherwise being at Gravity Worx include, but are not limited to:
  - All manner of injury resulting from falling off the climbing wall and hitting the floor, rock faces and projections whether permanently or temporarily in place.
  - Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, lowering on a rope, and any other rope techniques.
  - Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
  - Cuts and abrasions resulting from skin contact with the climbing wall.
  - Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure.
6. I fully and completely acknowledge that the above lists and descriptions is not inclusive of the possible risk associated with my use of Gravity Worx Climbing Gym and that the above list in no way limits the extent or scope of the assumption of risk, release of liability, and agreement not to sue by signing this Agreement.
7. I further agree and acknowledge that I am responsible for checking and maintaining the safety and good condition of all personal gear or equipment that I may use while at Gravity Worx, regardless of where or from whom I may have obtained such items and that I use all such equipment at my own risk. Further that any equipment I use not supplied by Gravity Worx, is within manufacturers recommended lifespan, is safe to use and has been stored and maintained to manufacturers specifications and standards.
8. Gravity Worx instructs using methods consistent with industry standards regarding safety. Any methods used other than those taught by Gravity Worx are discouraged and at the sole discretion, risk and responsibility of the participant.

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9. I understand it is my responsibility to review and comply with all rules and regulations promulgated by Gravity Worx. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Gravity Worx employee. I also understand that it is my responsibility to keep myself informed of any and all changes to the rules or changes to this waiver or gym.
10. I agree not to participate under the influence of drugs or alcohol.
11. I release Gravity Worx from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the use of the climbing wall, equipment and related facilities.
12. I grant Gravity Worx permission to use my photographs, video images and/or quotes in any Gravity Worx publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures and web use. All proprietary rights to the aforementioned media belong exclusively to Gravity Worx.
13. This document may be relied upon in any proceedings, shall be binding on my heirs, next of kin, executors and administrators, and shall be governed in all respects by the law of Victoria
14. I indemnify, release and absolve from any liability whatsoever Gravity Worx Pty Ltd and its directors, staff, employees, servants, agents, contractors, administrators or assigns from all liability, present and future, that may be incurred, including legal costs, arising from any demand, action or claim caused by any reason whatsoever, including without limitation negligence at common law, or failure to comply with instructions.
15. I am not relying on any oral, written or visual representations, statements, inducements, assurances or guarantees by Gravity Worx Pty Ltd or its directors, staff, employees, servants contractors or agents, and sign this form voluntarily and of my own free will with full knowledge of my rights being waived
16. I have read and understood this document and the terms contained with it, and have been provided with an opportunity to receive clarification on any queries or concerns regarding its contents, my participation in activities and events at Gravity Worx or any other related matter

Signature



Print Name

Daniel Zuscak

15/03/2026