

CHILLAGOE CAVING CLUB INC.

P O BOX 92, CAIRNS QLD 4870

Membership Application

I, (Mr./Mrs./Ms.) _____

Hereby apply for membership of the Chillagoe Caving Club Inc. (Herein referred to as The Club) and advise that I have read, understood and agree to abide by the Club's Constitution and By-Laws as long as I remain a member of the Club. Further, I have read, understood and agree to the General Discharge and Indemnity below.

GENERAL DISCHARGE AND INDEMNITY

PART 1 - OBVIOUS RISKS OF CAVING

Experience shows that people rarely suffer any significant injury whilst caving but often suffer minor cuts, scratches and bruises. There are, however, a number of obvious risks involved in caving that could result in personal injury or death. Included among the factors and features of caves and caving which could contribute towards the risk of injury or death are:

1. Most caving situations are in darkness.
2. Caves are natural features that do not usually have flat or even floor and often require the caver to climb, descend, crawl or squeeze through tight areas.
3. Caving often relies on natural features for handhold, foothold for security whilst climbing or descending.
4. Handholds and footholds are often capable of coming loose when used.
5. Foot and handholds are often not conveniently placed, or may even be absent.
6. Cave surfaces are often wet and/or slippery.

OBVIOUS RISKS

Some of the obvious risks involved in caving are: -

- Losing a foothold
- Losing a handhold
- Becoming separated from your group
- Failure of your light leaving you in darkness
- Breaking or coming away of a rock or projection from a rock which is being used as a handhold or foothold
- Being overcome by fear of heights or fear of enclosed spaces and thereby being unable to effectively or rationally respond to instructions
- Becoming wedged or stuck in a crawl or tight area
- Twisting of ankles
- Falling whilst climbing
- Becoming lost or ill in a cave
- Being tired and fatigued and thereby being unable to successfully climb, descend or undertake other energetic tasks that is required for progress through the cave
- Being bitten by venomous creatures such as a snake or spider
- Being bitten by a bat which could carry dangerous diseases or virus
- Diseases transmitted in cave dust
- Rock falls or cave collapse
- Flooding of cave

PART 2 – INDEMNITY

This Contract of Indemnity is made on the date set out in the Schedule between Chillagoe Caving Club Inc (herein called the Club) of the one part and the Applicant, being the Applicant described in the Schedule.

Whereas

- A the Applicant is the person who is described as such in the Schedule hereto intends to carry out caving activities with The Club
- B all the parties acknowledge that there are inherent risks and dangers in caving,
- C the parties are aware of the provisions of Section 68B of the Trade Practices Act 1974 - 2002,
- D the parties are aware of the provisions of and of the Civil Liability Act 2003 (Queensland).
- E the parties enter into this Contract of Indemnity freely and for the purpose to allow the Applicant to undertake caving activities with The Club.

Now this agreement witnesses as follows:

1. The Applicant acknowledges and accepts the matters referred to in the list of obvious risks appearing above in Part 1 Obvious Risks of Caving.
2. The Applicant hereby acknowledges that he/she has independently considered the matter of the risk and is willing to sign and give this indemnity to The Club freely and with full understanding of this matter.
3. The Applicant indemnifies and agrees without reservation to save harmless The Club together with all of its officers, employees, servants, agents, whether volunteers or employees from and against any claim or loss or damage which the Applicant may suffer or cause. It is specifically agreed that should the Applicant claim against The Club its officers, directors, servants or agents, then the Applicant will indemnify and reimburse The Club for all loss, costs, damages, awards, judgments, interest or other outgoings incurred directly or indirectly by The Club, its officers, directors, servants or agents in relation to any claim or threatened claim for loss or personal injuries to be made by the Applicant.
4. The Applicant hereby consents to The Club making whatever arrangements may be reasonable in the circumstances in the event of any illness or injury to the Applicant whilst the Applicant is in The Club's care.
5. The Applicant hereby agrees to reimburse The Club for all and any expenses incurred in regard to matters arising from the Applicant's illness or injury.
6. It is hereby mutually agreed by and between the parties that the Law of Queensland and the Commonwealth of Australia apply to this agreement and the relationships between the Applicant and The Club and further that the Courts of Cairns shall have jurisdiction to deal with any claim or matter arising from the relationship between the Applicant and The Club.

THE SCHEDULE

THE APPLICANT

Full Name: _____

Home address: _____

Postal address: _____

Home Phone: _____

Work Phone: _____

Mobile Phone: _____

Email: _____

Occupation: _____

Date of Birth: _____

Details of any illnesses: _____

SIGNED BY the said Applicant in the presence of _____

Signature of Applicant _____

Date: _____

Signed for the the Club _____

in the presence of _____

[For applicants under 18 years both parents are required to countersign the application. Where one parent or guardian has sole custody this should be written after the signature; otherwise both shall sign.]

Parent: _____ Date: _____

Parent: _____ Date: _____

Club Use Only:

Approved: _____ Receipt No: _____ Date: _____