

# MYLI RECREATION EQUIPMENT HIRE WAIVER AND TERMS & CONDITIONS

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THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR RIGHTS, YOU SHOULD READ IT VERY CAREFULLY AND SIGN IT ONLY AFTER YOU ARE SATISFIED THAT YOU UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS

In consideration of MYLI – My Community Library Ltd (ABN 92 653 088 610), I agree to borrow the “Hired Product” under the following conditions:

1. **Definitions:** In this agreement: MYLI refers to MYLI – My Community Library Ltd, and includes, where the context so permits, the MYLI CEO, Deputy CEO, officers or agents; “Claim” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence; and “Hired Product” means any recreational equipment borrowed by me from MYLI.
2. **Warning:** Surfing, skateboarding and the use of the Hired Product (even in accordance with its intended use) can be inherently dangerous. I acknowledge that I am exposed to certain risks in using the Hired Product including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other persons. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or the Hired Product being lost or damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in using the Hired Product.
3. **Use of Hired Product:** Use of the Hired Product by me is beyond the control of MYLI. I acknowledge and agree that any advice, recommendation, information or services provided by MYLI regarding the Hired Product and its use shall not be construed as contractual conditions or warranties.
4. I agree that MYLI shall not be liable to me for any loss or damage sustained by me as a consequence of any incorrect advice, recommendation, information or services provided by MYLI regarding the Hired Product or the methods or conditions of use of the Hired Product whether such loss was caused by any act of negligence, act of recklessness or any breach of any duty of care which may be owed to me by MYLI.
5. **Exclusion of Implied Terms:** Where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms, as well as other terms and rights implied into consumer contracts by statute, and any liability of MYLI flowing from them, are expressly excluded to the extent possible by law, by this agreement. To the extent of any liability arising, the liability of MYLI will be limited to the resupply of the hiring services. MYLI’s liability does not extend to consequential loss.
6. **Release and Indemnity:** In consideration of MYLI agreeing to hire to me the Hired Product I, to the extent permitted by law: (a) release and will release MYLI from all Claims that I may have or may have had but for this release arising from

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or in connection with my hire and use of the Hired Product; and (b) indemnify and will keep indemnified MYLI in respect of any Claim by any person arising as a result of or in connection with my hire or use of the Hired Product.

7. Damage to Hired Product: I agree to accept all responsibility and liability for any loss of or damage to the Hired Product (however caused) which occurs during the course of my hire of the Hired Product. I agree to compensate MYLI for any and all loss of or damage to the Hired Product (including, if required by MYLI, the replacement of the Hired Product) which may occur during the course of my hire of the Hired Product.
8. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the sport of surfing and/or skateboarding to use the Hired Product. I understand and accept that MYLI will rely upon this agreement as evidence of my fitness and ability to properly use the Hired Product.
9. Privacy: I understand that the information I have provided above is necessary for the objects of MYLI. I acknowledge and agree that the information will only be used for the objects of MYLI and its general business. I understand that I will be able to access the information through MYLI upon reasonable notice. If the information is not provided my application for hire may be rejected.
10. Governing Law: This agreement is governed by and construed in accordance with the law of the Victoria and the parties irrevocably submit to the jurisdiction of the courts of that State.
11. I have provided the information required above and I warrant that all information provided is true and correct. I acknowledge this agreement cannot be amended. If I do amend this agreement it cannot be accepted by MYLI.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.

BORROWER'S NAME (PRINT):	
BORROWER'S MEMBER NUMBER	
SIGNATURE:	
DATE:	
STAFF MEMBER:	
BRANCH:	