Sydney Colonial Muzzle Loading Club

www.scmlclub.com

RISK WARNING AND WAIVER

RISK WARNING — DANGEROUS RECREATIONAL ACTIVITY (*CIVIL LIABILITY ACT* 2002 (NSW) Section 5M): Recreational shooting is a dangerous recreational activity that involves obvious and significant risks of physical harm, including death. By participating, you acknowledge that you have been given this risk warning and you accept those risks.

IMPORTANT: Please read carefully. By signing, you agree to be bound by the following terms with Sydney Colonial Muzzle Loading Club Incorporated (Organisation Number Y0181644) ("SCMLC", "Club", "we/us/our"). These terms apply to you and, where relevant, any minor in your care.

1. Parties & Capacity

1.1. **Participant**: The undersigned person ("**you/your**").

1.2. If signing for a **minor**, you warrant you are the minor's parent/legal guardian and accept these terms for the minor and yourself.

2. Activities & Scope

2.1. This waiver covers entry to Club property, ranges and facilities; attendance at or participation in any shooting, training, events, competitions, working bees, demonstrations or other activities on or off-site under Club control (collectively, "**Activities**").

2.2. "**Rules**" means all Club rules, including **Range Rules & Safety Regulations** (including **NSW Muzzle Loading Association rules** and **SCMLC variations**), Range Approval conditions, Keyholder Policy, Range Standing Orders/Register, posted notices, competition rules, lawful directions of Range Officers/officials, and applicable legislation (incl. *Firearms Act 1996* (NSW) and regulations).

2.3. **Statutory obligations preserved.** Nothing in this Waiver, the Rules or any Club direction permits or requires conduct contrary to any law (including the Firearms Act 1996 (NSW) and Firearms Regulation 2017 (NSW)) or the Club's Range Approval. If there is any inconsistency, the law and the Range Approval prevail.

3. Documents Acknowledgment

3.1. You acknowledge that the following documents are available on request and/or displayed at the range/website/newsletter, and by signing you confirm you have read, understand and agree to comply with them:

3.1.1. SCMLC Range Rules & Safety Regulations (including **NSW Muzzle Loading Association rules** and **SCMLC variations**);

3.1.2. NSWMLA rules relevant to disciplines;

3.1.3. SCMLC Constitution & By-Laws;

3.1.4. SCMLC Firearms Safety Course materials;

3.1.5. Membership Application & Conditions (including P650 guidance);

3.1.6. Shooting calendar and posted Range Notices;

3.1.7. Range Approval conditions;

3.1.8. Keyholder Policy;

3.1.9. Environmental/Lead Management and Hygiene notices (if available);

3.1.10. Working Bee/Power-tool safety notices (if available).

3.2. You accept that breach of any Rules is your responsibility and may result in removal, discipline or referral to authorities. The Club is not liable for your breach.

4. Truthfulness

4.1. Your permission to enter and participate in Activities are conditional on the truthfulness and completeness of all

information you provide to the Club (including without limitation in this waiver, membership forms, P650, medical questionnaires and any declarations).

4.2. If any information you provide is false, misleading or incomplete, you will be personally liable for and indemnify the Club against all loss, damage, liability, claims, costs and expenses arising as a result, and the Club may, in its discretion, refuse or terminate your participation without refund of any fees paid.

5. Assumption of Risk

5.1. You acknowledge inherent and obvious risks including projectile/ricochet injury; burns from flash-over/touch-hole; misfires/hang-fires; equipment/ammunition failure or unsafe modifications; manual handling and power-tool use at working bees; slips/trips/falls on uneven, wet or muddy ground; storms, heat, cold and falling branches; vehicles on unsealed/unstable surfaces; bees/animals/insects; fire/bushfire; dust and airborne particulates; lead and black-powder smoke exposure; high noise; interactions with other participants; and first aid rendered or not rendered.

5.2. You voluntarily assume all risks, both foreseen and unforeseen, arising from the Activities, except to the extent liability cannot be excluded by law.

6. Compliance, Directions & Reporting

6.1. You will comply with all Rules, signage and lawful directions of Range Officers/officials, including range supervision, red-flag procedures, attendance registers, P650 processes for unlicensed persons, and Keyholder responsibilities.

6.2. You must immediately report hazards, injury, incidents, unsafe behaviour or breach of the Rules to a Range Officer.

6.3. **Supervision of minors and unlicensed persons.** Minors and unlicensed participants must at all times be under direct supervision in accordance with the Firearms Act 1996 (NSW), the Firearms Regulation 2017 (NSW) and the Club's Range Approval (including any 1:1 supervision requirement for unlicensed participants). All P650 requirements must be strictly followed.

6.4. A breach of this Waiver or the Rules by a member may result in disciplinary action under the Constitution and By-Laws (including suspension or termination). A breach by a visitor or non-member may result in immediate removal from the range, refusal of further entry or participation in any Activities, and/or referral to authorities.

7. Personal Property, Vehicles & Bailee Disclaimer

7.1. All your personal property (including firearms, accessories, powder, ammunition, tools, PPE, phones, bags, valuables) and your vehicles parked on Club property are at your sole risk.

7.2. The Club is not a bailee and accepts no responsibility for loss, theft, damage or destruction of any of your personal property, howsoever caused (including by third parties or weather), except to the extent liability cannot be excluded by law. You remain responsible for securing your property and complying with legal storage/transport obligations.

7.3. You acknowledge the Club does not provide personal accident or property insurance for you or your equipment/vehicles.

8. Environmental Exposure and Hygiene

8.1. You acknowledge exposure risks from lead, black-powder residue, smoke and airborne particulates, and you must follow posted hygiene measures (including hand-washing/de-leading, no food/drink on firing line, PPE) and any environmental notices.

8.2. To the maximum extent permitted by law, the Club disclaims liability for chronic environmental exposure, and you accept responsibility for your own risk-mitigation.

9. Your Equipment & Damage to Club Property

9.1. You are solely responsible for the condition, maintenance and safe operation of any personal property, including firearm, ammunition, powder and equipment you bring or use.

9.2. You agree to indemnify the Club for any loss, cost or damage to Club property, facilities or equipment arising from your

acts/omissions, misuse, negligence or breach of Rules.

10. Behaviour & Intoxication

10.1. You must not handle or use firearms while under the influence of alcohol or drugs and must follow all safe-handling, loading and transport requirements.

10.2. The Club may require PPE (hearing/eye protection) as a condition of participation.

10.3. Anti-social, unsafe, abusive, discriminatory or disruptive conduct, or being under the influence of alcohol or drugs, is prohibited.

10.4. The Club may refuse participation or remove you immediately (without refund) for any breach, non-compliance or unsafe conduct.

11. Medical Fitness, Disclosure & First Aid

11.1. You warrant you are medically fit to participate in the Activities and have truthfully disclosed any relevant medical conditions / medications that might affect safe participation; you will promptly inform the Club if your condition changes, including conditions relevant to heat stress, dehydration, cardiac issues, allergies and insect bites.

11.2. You consent to first aid by Club personnel (who may not be medical practitioners) and to emergency transport if reasonably required. You are responsible for all related costs (ambulance / evacuation / treatment), except where liability cannot be excluded by law.

12. Insurance Recommendation

12.1. You are responsible for your own insurance. The Club strongly recommends appropriate personal accident/ambulance cover and, if you bring firearms/vehicles, property insurance for theft and damage. Lack of insurance does not create liability for the Club or its Volunteers.

13. Release, Waiver, Indemnity & Covenant Not to Sue

13.1. To the maximum extent permitted by law, you release, waive and discharge the Club, its officers, members, volunteers, Range Officers, contractors and the owner/occupier of the premises from all claims and liabilities for injury, illness, death, loss or damage you may suffer in connection with the Activities, except to the extent caused by the Club's breach of a non-excludable duty or guarantee.

13.2. You indemnify and keep indemnified the Club against any claims, losses, costs and liabilities arising from your acts/omissions, breach of this waiver or the Rules.

13.3. You acknowledge the Club is volunteer-run and that Volunteers acting in good faith within the scope of their community work for the Club are protected by law. To the maximum extent permitted by law, you agree not to bring, aid or participate in claims against Volunteers personally for matters arising from the Activities.

13.4. If and to the extent that the Activities constitute "recreational services" within the meaning of section 139A of the *Competition and Consumer Act* 2010 (Cth), the Club, to the maximum extent permitted by law, excludes any liability for death or personal injury and any warranty that the services will be provided with reasonable care and skill.

13.5. You covenant not to commence, assist or participate in any claim, demand, action or proceeding against the Club or any person released under clause 13 in respect of any matter covered by that release. The Club may rely on this clause as a complete defence and bar to any such proceedings.

14. Exclusion of Indirect Loss

14.1. To the maximum extent permitted by law, the Club is not liable for any indirect, incidental, special or consequential loss, loss of opportunity or profits, or punitive damages arising out of your attendance or participation of the Activities.

15. Minors

15.1. A parent/legal guardian must sign this document for a minor and ensure supervision as required by law and Club Rules. The signatory accepts all warranties, acknowledgments, risks, releases and indemnities on the minor's behalf.

15.2. The minor must at all times be directly supervised in accordance with clause 6.3

16. Photography & Media

16.1. The Club may take photos/video or install CCTV for safety records and Club promotion. If you do not consent to promotional use, notify the Club in writing before participating. Safety/incident recording may still occur.

17. Privacy

17.1. The Club collects personal information (incl. licence and attendance data) to meet legal obligations and manage safety, and may disclose information to NSW Police (incl. Firearms Registry), its insurers and other regulators/law enforcement as required by law.

18. No Reliance / Entire Agreement

18.1. You confirm you have not relied on any oral statement, promise or representation about risks, conditions or facilities other than this waiver and the Rules.

18.2. The Club may update the Rules and posted notices (including environmental/lead hygiene notices and Keyholder Policy) from time to time. This waiver and the referenced documents constitute the entire agreement about its subject matter, subject to any non-excludable statutory warranties.

19. Severability, Variation & Governance

19.1. If any provision is invalid or unenforceable, the remainder continues in effect.

19.2. The Club may update the Rules and posted notices from time to time. You agree to comply with the current versions when participating.

19.3. This waiver is governed by the law of New South Wales, Australia. Parties submit to the exclusive jurisdiction of NSW courts.

SIGNATURES

Participant full name: _____ DOB: ___ / ___ / _____

Residential address: _____

Email / Phone: _____

Firearms Licence No. & Category(ies): _____ Exp: ___ / ___ / _____

Emergency contact (name & phone): _____

Medical disclosure (relevant conditions/medications or “Nil”): _____

☐ I have read and understood this Waiver, the risks, and the documents listed in clause 3, and I agree to be bound by its terms.

☐ I understand and accept the Risk Warning above.

☐ I have read and understood the Rules, Keyholder Policy (if applicable), and posted notices.

Participant signature: _____ Date: ___ / ___ / _____

For Minors (if applicable)

Minor’s full name: _____ DOB: ___ / ___ / _____

☐ I am the parent/legal guardian of the above minor. I consent to the minor’s participation and agree to the terms of this Waiver on the minor’s behalf and my own.

Parent/Guardian name: _____ Signature: _____

Date: ___ / ___ / _____ Contact phone: _____