

YMCA Aquatic and Events Services Ltd Direct Debit Service Agreement – June 2026

Health and Wellness

INTRODUCTION

(a) These are the terms and conditions (Membership Agreement) between South Australia Aquatic and Leisure Centre and Adelaide Aquatic Centre managed by YMCA Aquatic and Event Services Ltd ABN 161 480 921 48 (YAESL, Us, We) and You as the user of the Facilities. By entering into this Membership Agreement, you agree to become a member of South Australia Aquatic and Leisure Centre / Adelaide Aquatic Centre managed by Us. Direct Debit User Id 403163

(b) In order to become a Member and hold a membership at our Facilities (Membership), You must agree to this Membership Agreement.

(c) This Membership Agreement is not subject to a cooling off period.

(d) This Membership Agreement is subject to the Fair Trading (Health and Fitness Industry Code) Regulations 2022 (SA).

1. DEFINITIONS

Access Fob means the Fob which We activate when you become a Member, so that You can access the Facilities during Operating Hours.

Activities means for the purpose of clause 17, recreational services including fitness, Group Fitness and Aquatic access offered at the Facility.

Conditions of Entry means the terms and conditions governing Your entry and use of the Facility as available at the : South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/terms-and-conditions> Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/terms-and-conditions> and as you agree to as a condition of becoming a Member.

Customer Portal means the platform that We provide You access to upon entering into a Membership Agreement which is to be used as a platform to You to monitor Your Membership with Us and is a mode of communication, among others, that we will use to communicate with You , throughout this Membership Agreement.

Facility/Facilities means the SA Aquatic and Leisure Centre/ Adelaide Aquatic Centre Facilities including the gym and aquatic areas, all of its equipment, bathroom, change rooms, furniture, lockers, sauna and anything in the Facilities that You use or have access to when You become a Member.

Facilities Rules means the rules implemented by Us from time to time for use of the areas within the Facilities.

Group Fitness means fitness activity classes offered by YAESL at the Facility that are operated in a group setting which are require booking.

Location: South Australia Aquatic and Leisure Centre - 443 Morphett Rd Oaklands Park SA 5046. Adelaide Aquatic Centre – Jeffcott Rd Nth Adelaide SA 5006. Reviewed June 2026

Member or **Members** means all or any people who have entered into a Membership Agreement with Us to use the Facilities.

Membership Type means that type of Membership that You have chosen as described in clause 3(a) of this Membership Agreement.

Membership Fees means the fees that You will be required to pay to Us for a Membership with Us based on the Membership Type.

Membership Policies means the membership policies and procedures that all Members must comply with and follow when using the Facilities, including but not limited to the Conditions of Entry and the Facilities Rules, as updated and amended by Us from time to time.

Membership Type means that type of Membership that You have chosen from those described in clause 3(a) of this Membership Agreement.

No Show Fee – (Group Fitness) A Charge when you fail to cancel your Group Fitness class within 30 minutes of the class and fail to attend. Clause (14h)

Late Cancellation fee – (Group Fitness) A Charge when a Group Fitness class is cancelled between 2Hours and 30Minutes of a scheduled class. Clause (14f)

Operating Hours means the period during which the Facilities is open, staffed and accessible to Members, times which are available at: South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/visit/opening-hours>, Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/visit/opening-hours> and may vary subject to any public holidays observed in South Australia.

Personal Exercise Program – Conducted by a trainer and completed by a minor who is becoming a Member with the instructions of a YAESL representative, with a parent or guardian of the minor present.

Suspension means where your Membership, Access Fob/Card, Membership Fees are paused or put on hold for a duration on the terms set out in clause 9.

You, User means the person who is applying for Membership and "Your" has a corresponding meaning.

Direct Debit Services Agreement means an agreement which authorises a merchant to debit money from your bank account. It outlines the terms of the direct debit,

including the amount, payment schedule, your rights (such as the ability to cancel), and the merchant's obligations. The Agreement is the legal basis for the recurring payments and must be in place before any funds are debited. Clause 8

2. AGREEMENT

By agreeing to this Membership Agreement, You acknowledge and agree:

- (a) You become a Member of the Facilities and as such You may use the Facilities in accordance with this Membership Agreement and our Membership Policies; Reviewed June 2026
- (b) to follow the rules, regulations and Conditions of Entry for the Facilities at all times while using the Facilities;
- (c) to the best of your knowledge, You have no medical reason that might prevent You from using the Facilities safely;
- (d) We do not provide medical advice before You use the Facility, and cannot give You medical advice whilst You use the Facility or following your use of the Facility;
- (e) Your responsibilities under this Membership Agreement, including payments, do not depend on how often You use the Facilities, rather they provide you with an entitlement to use the Facilities; and
- (f) You promise to tell us if at any time You believe that You may not be able to comply with Your obligations under this Membership Agreement, so we can discuss Your options with You.

3. MEMBERSHIP TYPES AND FEES

- (a) Our Membership Types and fees are detailed on our website
<https://saaquatic.ymca.org.au/memberships>
<https://adelaideaquaticcentre.com.au/memberships>
- (b) Your Membership permits You to use the Facilities during Operating Hours, and Your Membership is limited by the Membership Type you purchased.
- (c) Your Membership applies solely to you and may not be sold, transferred to, or used by, any other person.
- (d) Once You have:
 - (i) agreed to this Membership Agreement, and We have accepted You as a Member and provided you access to the Customer Portal;
 - (ii) selected a Membership Type via the Customer Portal and paid your Membership fees up-front or agreed to a direct debit payment arrangement with Us; then Your Membership to use the Facilities will commence.

4. ACCESS

(a) When You become a Member and pay your Membership Fees, we will provide You with an Access Fob/Card to access the Facilities.

(b) Where You have an Access Fob/Card, if the Access Fob/Card is damaged or lost, We may charge You a replacement fee of \$15. The fee covers the cost of replacement Access Fob and re-activation and may be charged at the discretion of YAESL.

(c) Once We activate Your Access Fob/Card, You will be provided the Access Fob/Card, which will be issued to You personally, and for Your personal use only. Reviewed June 2026

(d) We will keep the Facilities open during the Operating Hours except where such circumstances prevent us from opening the Facilities including a government direction, change in Law or an emergency situation.

5. NON-MEMBER/GUESTS

(a) Being a Member does not permit You to bring a guest into the Facility that is a non-Member, unless that non-Member pays our general public access fees which are available on our website at: South Australia Aquatic and Leisure Centre:
<https://saaquatic.ymca.org.au/visit/prices> Adelaide Aquatic Centre:
<https://adelaideaquaticcentre.com.au/visit/prices>

(b) By bringing a non-Member into the Facility, without prior authorisation, You will be in breach of this Membership Agreement.

(c) If You allow non-Members access to the Facility, at any time while your Membership Agreement is active, without prior authorisation by Us, You will be subject to a penalty fee of \$35, for each instance that You permit a non-Member access to the Facility.

(d) If You allow non-Members into the Facility, three times or more, Your Membership may be terminated and immediate payment of Your remaining Membership Fees for Your Membership Type will become immediately due and payable.

(e) If You breach this Membership Agreement and bring a non-Member into the Facility, You acknowledge that:

(i) You accept personal responsibility and liability for any injury, loss or damage attributable to the non-Member;

(ii) Your Membership may be suspended or cancelled with immediate effect, with no refund to be provided; and

(iii) You may be prohibited from re-joining the Facilities as a Member.

6. ADDITIONAL SERVICES

(a) The Facility may offer additional services, such as swimming lessons or other Group Fitness Classes.

(b) These additional services may not form part of this Membership Agreement and may not be covered by your Membership Fees.

(c) If You participate in any of these additional services, they may involve separate agreements, fees, and rules. These will be communicated and agreed with You before You access such additional services.

7. MINORS AND AUTHORISED PAYERS

(a) Where the Member is under 18 years of age (Minor), this Membership Agreement must be agreed to by a parent or legal guardian who agrees to be bound by all terms and conditions of this Membership Agreement on behalf of the minor and, guarantees all of the obligations of the Minor (Guarantor). The Guarantor is responsible for ensuring
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payment of Membership Fees and for all obligations arising under this Membership Agreement.

(b) Members under the age of 18 years:

(i) must be accompanied by a parent, guardian or YAESL representative at all times when in the Facilities;

(ii) must complete a Personal Exercise Program;

(c) If a parent or guardian provides their bank account or credit card details for payment purposes as outlined in this Membership Agreement, they acknowledge and agree that:

(i) They are the authorised payer and are responsible for all payments under this Membership Agreement;

(ii) All notices and communications relating to this Membership Agreement, including but not limited to price changes, payment reminders, and contractual updates, may be sent to the email address provided by the Member via the Customer Portal, unless otherwise requested;

(iii) It is their responsibility to ensure that all their details on the Customer Portal are correct and up to date at all times to ensure they are receiving communications from Us; and

(iv) They may request to update the contact email at any time by contacting Us or updating the details via the Customer Portal.

8. PAYMENTS

(a) Unless You have paid Your Membership Fees upfront, Your Membership Fees will be debited from your nominated account at the agreed payment frequency for your Membership type as governed in this clause 8 upon completing the direct debit authority via the client portal (Direct Debit Authority/ Membership Agreement).

(b) By completing the Direct Debit Authority, you irrevocably authorise Us to debit Membership Fees, and other fees, from Your nominated bank account, in accordance with this Membership Agreement for the agreed amount and frequency of payments, relevant to your Membership Type, as specified in the Contract Acknowledgement authorisation completed via the Customer Portal.

(c) You authorise Us to arrange for any amount We may debit or charge You pursuant to this Membership Agreement to be debited by Us, from your bank account.

(d) Throughout Your Membership Agreement, You must ensure:

(i) Your account can accept direct debits (your financial institution can confirm this);

(ii) there is sufficient funds in Your account the night before and the full day of your due debit

(iii) You tell Us if You are transferring or closing your account, at least one week before Your next direct debit; Reviewed June 2026

(iv) You tell Us about any changes to Your credit card, such as its expiry date or number, at least one week before your next direct debit; and

(v) You notify Us and Your financial institution if You want to change or stop Your direct debits.

(e) If the nominated day of Your debit falls on a public holiday or weekend, YAESL will debit your account on the next business day.

(f) If You are uncertain as to when the debit will be processed, please inquire with Your Financial Institution. It is Your responsibility to have clear funds in Your account on the due date of the direct debit.

(g) Should there be any arrears in payments YAESL will provide You with written notice via the Customer Portal of the arrears and will be authorised to debit the outstanding balance in accordance with such notice in order to bring Your account up to date.

(h) It is Your responsibility to advise us if the account nominated by You to receive the direct debit drawings is transferred or closed. It is Your responsibility to arrange with us a suitable alternate payment method if You wish to cancel the direct debit.

- (i) The supply period is for 14 consecutive days from the date of the most recent automated direct debit payment.
- (j) Should any payment via direct debit, be dishonoured, a \$15 administration fee (Dishonour Fee) may be applied to your next direct debit payment, reflecting the administrative costs associated with processing failed transactions. YAESL will attempt to contact You via email or text message to notify you of the dishonoured payment and the Dishonour Fee that may be added to your next direct debit payment.
- (k) In the event of payments being dishonoured on two consecutive occasions, YAESL reserves the right to suspend or terminate your Membership Agreement.
- (l) YAESL may additionally charge any other fees incurred by us in the recovery of outstanding payments, including fees associated with third party collection services if required.
- (m) Any outstanding payments may be made through your Customer Account via the Customer Portal and navigating to My Accounts and Payments.
- (n) For the purposes of this Agreement and this clause 8, this Agreement, together with the Direct Debit Authority/ Membership Agreement is your Direct Debit Request Service Agreement with YMCA Aquatic and Event Services Ltd (**YAESL**) Direct Debit User Id 403163; ABN 161 480 92148.

9. SUSPENSION OF MEMBERSHIP

- (a) Memberships may be suspended (deferred) for a minimum of two weeks and a maximum of 26 weeks at a time. The first 4 weeks of suspension per calendar year are free (Free Suspension Period) after which suspension fees will be charged at \$5 per week (Suspension Fees). Reviewed June 2026
- (b) We will not charge you Suspension Fees if You require Your Membership to be suspended due to medical reasons as declared by a qualified medical professional via a medical certificate that is presented to Us (Medical Suspensions). Medical Suspensions can be backdated for up to 28 days.
- (c) All suspensions (aside from Medical Suspensions) can be self-managed via the Customer Portal, by accessing My Account and selecting contract details and suspensions.
- (d) A Medical Suspension can only be processed via Us directly at the Facility.
- (e) To claim the Free Suspension Period, You must request two 14 days suspension requests via the Customer Portal. Any alternative to this must be requested in centre
- (f) Any direct debit payment arrangements will be paused during a suspension period outlined in this clause 9.

10. RENEWAL

(a) Each Membership Type will be subject to varying renewal terms. These terms are outlined and available at on our website : <https://saaquatic.ymca.org.au/memberships>
<https://adelaideaquaticcentre.com.au/memberships>

(b) By agreeing to this Membership Agreement, You acknowledge that You have read and understood when Your Membership will renew.

(c) We will communicate any Membership renewal with You via email prior to the renewal of Your Membership to provide you with the opportunity to cancel Your Membership if you do not wish to renew.

11. CANCELLATION

Your Membership Agreement will continue indefinitely unless cancelled by You in accordance with this clause. There are two Membership Types: -

(a) Flexi Memberships/No Commitment Period: This Membership Type shall continue indefinitely until such time as You request cancellation in writing to Us via email or by visiting the Facility and completing a cancellation form. There will be a paid notice period of 14 days during which any Membership Fees must still be paid in full. This may be a pro rata or portion of the fortnightly debit fee.

(b) Minimum Term /Ongoing - Commit and Save: This Membership Type has a payment commitment period which must be satisfied as follows: (i) Members requesting cancellation within their minimum term will be required to pay the balance of the Membership Fees for this Membership Type to cover the unpaid portion of their Membership or the early exit fee of \$300, whichever is the lesser amount. Minimum Term memberships which will automatically continue beyond the paid commitment period can request cancellation post the commitment period as per clause 11a by providing 14 days' notice in writing.

To cancel Your Membership, You must request cancellation in writing to Us via email or by visiting the Facility and completing a cancellation form (Notice). Reviewed June 2026

We count this Notice from the date of your request. Your Membership payments are payable up to the date that your Notice ends, and your final debit may be a pro-rated amount.

(c) If you wish to cancel your Membership, you may do so by emailing Us at member.finance@ymca.org.au in accordance with clause 11(a) and 11(b). In your email, We will require the following information from You in order to action your request:

(i) Your name;

(ii) Your phone number;

(iii) address;

(iv) best email address (if not the email address You emailed Us from); and

(v) reason for the cancellation.

We will then contact You to discuss finalising the cancellation of Your Membership.

12. INCREASE IN FEES AND CHANGE OF TERMS

(a) You acknowledge that We may increase Your Membership Fees, direct debit payment amounts, change the frequency of payments, the debit date schedule or this Agreement by providing You with 30 days' written notice.

(b) If You have a Minimum Term Membership Type and You have paid Your Membership Fees in advance in full, any increase in Membership Fees that we have notified you of, will not take effect until your Membership is renewed. If You do not agree to the Membership Fee increase, You may cancel your Membership in accordance with clause 11(b) or not renew your Membership at the end of the Minimum Term Membership Type.

(c) If you have a Minimum Term Membership and you are paying your membership fees in equal fortnightly instalments, any increase in membership fees that we have notified you of, will not take effect until the period referred to in clause 12(a) expires. If you do not agree to the membership fee increase, You may cancel your membership in accordance with clause 11(a) within the 30 day notice period indicated in 12(a).

(d) If You have a Flexi-Membership, Membership Type, You May cancel Your Membership prior to any increase in Membership Fees taking effect by providing 14 days' notice of Your intent to cancel Your Membership in accordance with clause 11(a), during which you will be required to pay the paid notice period of 14 days during which any Membership Fees must still be paid in full for Your Membership Type. This may be a pro rata or portion of the fortnightly debit fee.

(e) If you hold a valid government or school / institution issued concession or identification card, you may be eligible for reduced membership fees of 10% at times while your concession remains valid. To be eligible for reduced fees as outlined in this clause you must: 1. Provide us with evidence of your Concession before reduction of fees can commence 2. Keep your Concession Card valid at all times whilst you receive the services in accordance with this reduction of fees. Reviewed June 2026

3. If your Concession Card expires, is cancelled or you are no longer eligible for a concession card, You acknowledge and agree that you are no longer eligible for reduced Membership fees in accordance with the details outlined in this clause and the YAESL may remove your discount and return your membership to the standard (non reduced) fees as agreed to in this acknowledgement. 4. A valid concession card can be provided to us as evidence to reduce fees at any time whilst your membership is active.

(f) If you have any queries in relation to any proposed changes, please contact Us at member.finance@ymca.org.au

13. DISPUTES

All disputes regarding a direct debit payment should be referred to YAESL:

(a) in person at the Facility;

(b) by telephone on 08 8198 0198;

(c) mailed to Member Finance, 443 Morphett Road, Oaklands Park, South Australia, 5046;

(d) by email at member.finance@ymca.org.au or

(e) (where relevant) your nominated financial institution.

14. GROUP FITNESS

(a) YAESL offers Group Fitness classes for a variety of different fitness activities.

(b) Your Membership entitles You to book into Group Fitness classes.

(c) Depending on Your Membership entitlement You may have to pay additional fees to book a Group Fitness class. At the point of confirming Your Group Fitness class booking You will be prompted to confirm payment, via direct debit, for the Group Fitness class.

(d) All Group Fitness classes are accessed, booked and monitored via the Customer Portal.

(e) To ensure Group Fitness classes can be accessed by all Members please ensure that where You cannot attend a Group Fitness class that You have booked, You cancel Your booking at least 2 hours prior to the start time to allow others to book.

(f) Failure to cancel Your booking prior to 2 hours before the scheduled start time of the Group Fitness class (Late Cancellation), may mean You incur a late cancellation fee of \$10 (Late Cancellation Fee) per each Late Cancellation.

(g) If You incur a Late Cancellation Fee You will be notified via email that the Late Cancellation Fee will be included in Your next scheduled direct debit payment or that the Reviewed June 2026

Late Cancellation Fee can be paid directly by You at the Facility or online via Your Customer Portal.

(h) Failure to attend Your booked Group Fitness class or cancellation of a Group Fitness class attempted within 30 minutes of a booked class will be treated as a 'no show' to the class (No Show) and you may incur a \$15 No Show fee (No Show Fee) per each No Show.

(i) Cancellation of a Group Fitness class within 30 minutes of the class cannot be processed.

(j) If You incur a No Show Fee You will be notified via email that the No Show Fee will be included in Your next scheduled direct debit payment or that the No Show Fee can be paid directly by You at the Facility or online via Your Customer Portal.

(k) YAESL may restrict Your booking access for Group Fitness classes if they determine that You incur more than 10 Late Cancellations or No Shows.

(l) There are different categories of Memberships and they will permit differing accessibility to the Group Fitness classes. To review Your entitlements under Your Membership, please review the entitlements on our website at:

<https://saaquatic.ymca.org.au/memberships>

<https://adelaideaquaticcentre.com.au/memberships>

15. GENERAL

(a) Provision of services provided by Us may change and for the purposes of this Membership Agreement, is based on “entitlement” to use and not on actual use.

(b) We reserve the right to cancel the rights of any Member not complying with this Membership Agreement, the Conditions of Entry or the Facilities Rules at any time.

(c) During major events Members may not have access parts of the Facilities and parking for all Members will be limited. YAESL will notify Members of any upcoming major events via signage within the Facility, via email and on our website at:

<https://saaquatic.ymca.org.au/> <https://adelaideaquaticcentre.com.au/>

16. PRIVACY

(a) The YAESL acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purposes of processing Your Membership or enrolment and financial institution payments if applicable. The YAESL, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, may be recipients of this information.

(b) By joining or enrolling in a Membership or program at the Facility you will receive communications from the YAESL from time to time to update you on items relating to your membership and facility. The YAESL uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If You do not wish to have Your information contained in this document used or disclosed for this purpose the YAESL will be unable to process Your Membership or enrolment.

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(c) You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of the

YMCA Aquatic and Events Services Ltd Privacy Policy can be obtained on request at the Centre or online at: <https://saaquatic.ymca.org.au/privacy-policy>
<https://adelaideaquaticcentre.com.au/privacy-policy>

17. RECREATIONAL WAIVER ACKNOWLEDGEMENT

(a) By agreeing to this Membership Agreement, You acknowledge and agree that You accept the following: -

(i) Your access to and participation in the Activities offered by YAESL may involve significant risk. The risks involved may result in personal injury, death or loss of property. Prior to undertaking any Activities offered by YAESL, You should ensure You are aware of all the risks involved and the risks associated with any health conditions You may have.

(ii) By accepting the recreational waiver prompt via the Customer Portal when You confirm Your Membership with Us and additionally set out in this clause 16, You acknowledge, agree and understand that participation in the Activities offered by YAESL may involve risk. You agree and undertake any such risk voluntarily. You also acknowledge that this document constitutes a 'risk warning' in accordance with any relevant legislation including the Civil Liability Act 1936 (SA).

(iii) If You or Your parent or guardian refuse to agree to the waiver prompt, YAESL may in its absolute discretion refuse to allow You to participate in the Activities.

(iv) If You are under 18 years of age, Your parent or legal guardian (Guarantor) agrees to guarantee and provide an indemnity for all of Your obligations under this Membership Agreement and release as provided in item 16(J).

Your Rights:

(b) Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies You with services (including recreational services), there is:-

(i) A statutory guarantee that those services will be rendered with due care and skill; and

(ii) A statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

(iii) A statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying Your Rights: Reviewed June 2026

(c) Under section 42 of the Fair-Trading Act 1987, YAESL, as the supplier of recreational services, is entitled to ask You to agree to exclude, restrict or modify YAESL's liability for any personal injury suffered by You or another person for whom or on whose behalf You are acquiring the services (a third-party consumer).

(d) By entering into a Membership Agreement with Us, You will be agreeing to exclude, restrict or modify YAESL's liability with the result that compensation may not be payable if You or the third party consumer suffer personal injury.

(c) You do not have to agree to exclude, restrict or modify Your rights by however, this will mean You are not eligible for a Membership at the Facility. YAESL may refuse to provide You with services if You do not agree to exclude, restrict or modify Your rights by accepting the terms set out in this clause 16.

(d) Even if You accept the terms in this clause 16, You may still have further legal rights against YAESL.

(e) A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

(f) A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify Your rights: -

You agree that the liability of YAESL for any personal injury that may result from the supply of the recreational services that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) is excluded.

For the purposes of this clause 16 in respect of South Australia: -

Recreational services are services that consist of participation in—

a 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.

Personal injury is bodily injury and includes mental and nervous shock and death.

IMPORTANT

By entering into this Membership Agreement, You (and if You are under the age of eighteen, Your Guarantor), acknowledge and agree that You have read this clause 16 before You access or participate in any Activities offered by or through Us.

For the purposes of this clause 16, any reference to YAESL also includes a reference to YAESL's employees, officers and agents.

You (and if You are under the age of eighteen, Your Guarantor) acknowledge and agree that:

You will only perform the Activities in accordance with Your level of ability;

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You do not suffer any significant health issues that may impact your ability to participate in the Activities;

You accept and voluntarily assume all risks associated with the accessing and participating in the Activities (including known and unknown risks, not limited to, physical trauma, strains, bruises, sprains, muscle tears, broken bones, cuts and other serious personal injury such as, cardiac injuries and heart attacks, permanent disability, paralysis and death, as well as damage to or loss of personal property, all of which may be caused by Your own actions or inactions or the actions or inactions of others and the conditions in which these activities takes place, or YAESL's gross negligence;

to the extent permitted by law, You waive any rights that You may have to make any claim against YAESL in connection with Your access to and participation in the Activities, and release YAESL from any claims, liabilities, loss and damage in connection with Your attendance at or participation in the Activities including in respect of death or injury;

You agree to indemnify YAESL and its employees, officers and agents against all or any claims, loss, liability, damage or expense (including legal fees) incurred by YAESL in connection with attendance at or participation in the Activities, however caused. Your liability will be reduced to the extent YAESL's reckless conduct caused or contributed to the loss;

to the extent that the Activities constitute "recreational services" under s 139A(2) of the Competition and Consumer Act 2010 (Cth) You agree that other than where YAESL has engaged in reckless conduct, YAESL will not have any liability for any death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or the reoccurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community or that may result in harm or disadvantage to you or the community;

subject to item J below, nothing in this clause 16 applies to the extent that it would have the effect of excluding or limiting any non-excludable rights You may have under the Competition and Consumer Act 2010 (Cth) or otherwise under law;

the terms in this clause 16 are accepted by You and are in favour of YAESL;

for the avoidance of doubt, any releases in this document are intended to exclude Your rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and all other rights which may legally be excluded;

the Guarantor to the extent permitted by law or as otherwise specified in this document:

and subject to clause 16(J)(d), acts as Your Guarantor and unconditionally and irrevocably guarantees the performance of all of Your obligations under this clause 16;

and subject to clause 16(J)(d), indemnifies YAESL against any loss You suffer in relation to the performance or non-performance of Your obligations under this clause 16;

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waives and excludes all rights on Your behalf that You may have against YAESL in respect of any claim in respect of injury or death or any other loss, damage or claim suffered or incurred by You arising from or in connection with participation in the Activities;

shall be entitled to assert all rights, defences, limitations and exclusions that You are entitled to under this clause 16 (or would have been entitled to under this clause 16 if it were enforceable against You or where not enforceable), including any set-off or counterclaims that You are (or would have been) entitled to assert under this clause 16, but excluding any defences arising from the invalidity, unenforceability or illegality, in whole or in part, of any of this clause 16 (including any unenforceability against You, or any other documents creating, representing or evidencing your obligations, or defences arising from the bankruptcy or other similar proceeding affecting You (if relevant)).

18. GUARANTOR ACCEPTANCE

If the member is a Minor (Minor Member):

(a) the Minor Member acknowledges that it has read and understood this Membership Agreement and to be bound by its terms; and

(b) the Guarantor:

(i) acts as the Minor Member's guarantor in relation to all of the Minor Member's obligations under the Membership Agreement while the Member is a Minor; and

(ii) indemnifies YAESL against any loss suffered as a result of the Minor Member's breach of this Membership Agreement.

I, (and if I am under the age of 18 years of age, my Guarantor) acknowledges, by accepting this Membership Agreement, that I / my Guarantor agree to the above terms and conditions.