

## UQ SPORT AFFILIATED CLUB PARTICIPANT WAIVER

This Agreement is between:

UQ Sport Limited ACN 135 537 183	of	Building 25, Union Road, St Lucia QLD 4067	<b>"UQ Sport"</b>
University of Queensland Wakeboard and Waterski Club Inc.	of	Building 25, Union Road, St Lucia QLD 4067	
_____		_____	<b>"Club"</b>
Name of Club		Address of Club	
_____	of	_____	<b>"Participant"</b>
Name of Participant		Address of Participant	

In consideration for UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. permitting the Participant to take part in activities organised by UQ Sport Ltd, The University of Queensland and/or the University of Queensland Wakeboard and Waterski Club Inc. (the **"Activities"**), or to use facilities and equipment owned or operated by UQ Sport Ltd, The University of Queensland and/or the University of Queensland Wakeboard and Waterski Club Inc., the Participant agrees with UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. as set out below.

1. The Participant acknowledges that the Activities comprise a sporting activity or leisure time pursuit undertaken for the purpose of recreation, enjoyment or leisure and that the Activities may involve physical exertion and physical risk and could result in the Participant's (or another party's) death, physical injury, mental injury or other impairment or the exacerbation of an existing condition.
2. To the maximum extent permitted by law, the Participant voluntarily agrees to take part in the Activities at the Participant's risk.
3. The Participant understands that the Participant may at any time refuse to take part in an Activity.
4. The Participant warrants to UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. that the Participant has informed UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. in writing of the existence of any medical condition or impairment that may affect the Participant's ability to safely take part in the Activities. The Participant must inform UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. in writing if any such medical condition develops during the term of this Agreement.
5. The Participant acknowledges and agrees that neither UQ Sport Ltd, The University of Queensland the University of Queensland Wakeboard and Waterski Club Inc. or their employees, agents or contractors will be responsible for (and the Participant forever releases UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. from, holds them harmless and waives all rights in respect of) any loss or damage caused to the Participant or any other party in connection with the Activities in the nature of:
  - a. death or physical or mental injury;
  - b. the contraction, aggravation or acceleration of a disease; or
  - c. the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that may be harmful to the Participant or the community or may result in harm or disadvantage to the Participant or the community,except where that loss or damage is significant personal injury that is caused by the reckless conduct of UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc..
6. For the avoidance of doubt, UQ Sport Ltd, The University of Queensland and/or the University of Queensland Wakeboard and Waterski Club Inc. and their employees, agents and contractors will not be liable for any loss or damage of a kind described in clauses 5(a) to (c) above which is caused by their negligent conduct, unless that conduct is also reckless conduct.
7. For the purposes of this Agreement, conduct of a party is "reckless conduct" if the party is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and the party engages in the conduct despite the risk and without adequate justification.
8. Where UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc. provides equipment for the use of the Participant or others taking part in the Activities, the Participant agrees that neither UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc. will be liable to the Participant for any loss or damage caused by the use or misuse of that equipment, except where UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc. is in breach of a statutory guarantee granted to the Participant under Part 3-2 of the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) or the liability cannot otherwise be excluded or limited by law.
9. The Participant indemnifies UQ Sport Ltd, The University of Queensland and the University of Queensland Wakeboard and Waterski Club Inc. and agrees to keep them indemnified in respect of any loss or damage suffered or incurred by either or both of them as a result of the Participant taking part in the Activities, except to the extent that UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc. (or both of them) are liable for that loss or damage under this Agreement.
10. Nothing in this Agreement is intended to exclude or limit the Participant's rights under any law that cannot be excluded or limited and this Agreement is to be read and construed accordingly.

## WATER-BASED ACTIVITIES ADDENDUM

TO

### UQ SPORT AFFILIATED CLUB PARTICIPANT WAIVER

This Addendum forms part of the UQ Sport Affiliated Club Participant Waiver between UQ Sport, the University of Queensland Wakeboard and Waterski Club Inc. and the Participant.

In addition to the terms set out in the Participant Waiver to which this Addendum is attached, the Participant acknowledges and agrees that:

11. the Activities in which the Participant wishes to participate involve or may involve the Participant being near or immersed in water from time to time (the “**Water Activities**”);
12. where the Participant is a member of the University of Queensland Wakeboard and Waterski Club Inc. or wishes to become a member of the University of Queensland Wakeboard and Waterski Club Inc., the Participant agrees as a condition of membership to undertake a swimming competency assessment at the University of Queensland Aquatic Centre;
13. refusal to undertake the swimming competency assessment, or a failure to achieve the required standard in the swimming competency assessment, may result in UQ Sport or the University of Queensland Wakeboard and Waterski Club Inc. refusing to allow the Participant to take part in the Water Activities, any other activities that involve water or any activities that take place at a location where there is a possibility or likelihood of the Participant being immersed in water, or the University of Queensland Wakeboard and Waterski Club Inc. refusing to admit the Participant as a member of the University of Queensland Wakeboard and Waterski Club Inc.;
14. where the Participant is not a member of the University of Queensland Wakeboard and Waterski Club Inc. but is participating in an event organised by the University of Queensland Wakeboard and Waterski Club Inc. (such as a “Come N Try” day), the University of Queensland Wakeboard and Waterski Club Inc. will offer the Participant the opportunity to undertake the swimming competency assessment prior to participating in Water Activities. The Participant acknowledges that the Participant has been offered the opportunity to undertake the swimming competency assessment prior to participating in the Water Activities. If the Participant declines the offer to undertake the swimming competency assessment:
  - a. the Participant represents and warrants to The University of Queensland, UQ Sport and the University of Queensland Wakeboard and Waterski Club Inc. that the Participant is a competent and confident swimmer who is capable of safely taking part in the Water Activities;
  - b. the Participant releases and forever holds the University of Queensland, UQ Sport and the University of Queensland Wakeboard and Waterski Club Inc. from any liability for damage, injury or loss suffered or incurred by the Participant arising directly or indirectly as a result of the Participant’s lack of swimming competency, except where that loss or damage is significant personal injury that is caused by the reckless conduct of UQ Sport Ltd, The University of Queensland or the University of Queensland Wakeboard and Waterski Club Inc. or otherwise cannot be excluded by law; and
  - c. the Participant indemnifies The University of Queensland, UQ Sport and the University of Queensland Wakeboard and Waterski Club Inc. and agrees to keep them indemnified in respect of any loss or damage suffered or incurred by any of them directly or indirectly as a result of the Participant’s lack of swimming competency, except to the extent that The University of Queensland, UQ Sport or the University of Queensland Wakeboard and Waterski Club Inc. are liable for that loss or damage under this Agreement.

Signed by the Participant: \_\_\_\_\_ Date:    /    /

\_\_\_\_\_  
Witness  
Date:

\_\_\_\_\_  
Authorised officer  
Date: