

# 3x3 UQ Slam

Friday 15 September 2023

## UQ Sport Participant Waiver

In consideration for UQ Sport permitting the Participant to take part in activities organised by UQ Sport (the “**Activities**”), or to use facilities and equipment owned or operated by UQ Sport, the Participant agrees with UQ Sport as set out below.

1. The Participant acknowledges that the Activities 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.
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 that the Participant has informed UQ Sport 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 in writing if any such medical condition develops during the term of this Agreement.
5. The Participant acknowledges and agrees that UQ Sport, its employees, agents or contractors will not be responsible for (and the Participant forever releases UQ Sport 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 caused by the reckless conduct of UQ Sport.
6. For the avoidance of doubt, UQ Sport and its 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 provides equipment for the use of the Participant or others taking part in the Activities, the Participant agrees that UQ Sport will not be liable to the Participant for any loss or damage caused by the use or misuse of that equipment, except where UQ Sport 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 and agrees to keep them indemnified in respect of any loss or damage suffered or incurred by UQ Sport as a result of the Participant taking part in the Activities, except to the extent that UQ Sport is 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.