



## **Warning: Rock climbing and bushwalking can be dangerous**

While all care is taken by the members of the University of Queensland Mountain Club Inc (hereafter called UQMC or the club), the following agreement **MUST** be read carefully and signed:

# **Waiver of Liability**

In consideration of the University of Queensland Mountain Club Inc (UQMC) providing recreational services and consenting to my use of its equipment, I agree to the following terms and conditions:

1. I hereby:

- a. acknowledge that rock climbing, bushwalking and other activities organised by UQMC from time to time (the “Activities”) comprise a sporting activity or leisure time pursuit and that the Activities may involve a significant degree of physical exertion or physical risk and are undertaken by me for the purposes of recreation, enjoyment or leisure;
- b. acknowledge that my participation in the Activities may result in my or another party’s death, physical injury, mental injury or impairment, or the exacerbation of an existing condition;
- c. warrant to UQMC that I am voluntarily participating in the Activities in full knowledge of the risks that have been detailed above;
- d. warrant to UQMC that I have informed UQMC in writing of the existence of any medical condition or impairment that may affect my ability to safely take part in the Activities and that I will immediately inform UQMC if any such medical condition develops in the future during my participation in the Activities;
- e. subject to clause 2 below, release and hold harmless UQMC and its officers, employees and contractors from all liability and all claims in respect of any damage, loss or harm suffered or incurred by me or any other party in connection with the recreational services provided by UQMC in the nature of:
  1. death;
  2. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  3. the contraction, aggravation or acceleration of a disease;
  4. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence activity, form of behaviour, course of conduct or state of affairs of an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community;

- f. subject to clause 2 below, agree that I will not make any claim or commence any proceedings against UQMC or its officers, employees or contractors pursuant to any breach or alleged breach by them of the consumer guarantees contained in Subdivision B of Division 1 of Part 32 of the Australian Consumer Law in the provision of recreational services forming part of the Activities and I hereby indemnify UQMC and its officers, employees and contractors and agree to keep them indemnified in respect of any claim or proceedings made or commenced by me or on my behalf in contravention of this clause.
2. I acknowledge that clauses 1(e) and (f) above do not apply to exclude any liability of UQMC for significant personal injury suffered by me that is caused by the reckless conduct of UQMC. For the purposes of this document, “reckless conduct” is conduct of UQMC if UQMC is aware or should reasonably have been aware of a significant risk that the conduct could result in personal injury to a person and UQMC engages in the conduct despite the risk and without adequate justification.
3. I acknowledge that UQMC and its officers, employees and contractors will not be liable to me for any loss or damage of a kind described in clause 1(e)(1) – (4) above, even if that loss or damage is caused by negligent conduct, unless that conduct is also reckless conduct.
4. Where UQMC provides equipment for purchase or hire in connection with the provision of the Activities, I agree that UQMC and its officers, employees and contractors will not be liable to me for any loss or damage caused by the use or misuse of the equipment, except where UQMC has breached a consumer guarantee contained in Subdivision A or Division 1 of Part 3-2 of the Australian Consumer Law.
5. I hereby indemnify UQMC and its officers, employees and contractors and agree to keep them indemnified in respect of any loss or damage suffered or incurred by them because of my participation in the Activities, except to the extent that UQMC is liable for that loss or damage under this document.
6. I acknowledge that nothing in this document is intended to exclude or limit my rights under any law that cannot be excluded or limited, and this document is to be read and construed accordingly.

**By clicking the agree button below I confirm that I have read and understood this continuing agreement prior to clicking the agree button below. To the extent permitted by law, I agree that this document will be binding upon my heirs, next of kin, executors, administrators and permitted assigns.**