

Release & Disclaimer

To: Sydney University Postgraduate Representative Association (SUPRA)

By registering for the event, I, the Participant:

1. **Agree** to participate in the activity run by the Sydney University Postgraduate Representative Association (SUPRA) whether organised or run by SUPRA on its own or in association with any other legal entity. This permission extends, but is not limited to, meetings, camps, seminars, training sessions, functions, parties, social, cultural or educational events, excursions, and outdoor, adventure or sporting events (hereafter referred to as **the activity**);
2. **Acknowledge** the existence of inherent risks in the activity and confirm that I am voluntarily taking on and assuming those risks;
3. **Release and forever discharge**, to the extent permitted by law, SUPRA and its officers, general councillors, members, volunteers, employees, representatives, agents (each a **released party**) from any and all causes of action, suits, proceedings, claims, demands and liabilities in any way directly or indirectly arising out of or in connection with my participation in or expulsion from the activity (including those arising out of death, injury, loss of or damage to property or involving financial or any consequential loss), whether or not arising out of or by reason of the negligence, action or inaction or otherwise of any released party (**claim**) together with any costs, fees and expenses (including legal fees) that may be incurred as a result of any such claim;
4. **Agree** to abide by all the rules, regulations and instructions given by or on behalf of SUPRA from time to time governing the activity (**rules**);
5. **Indemnify** each released party from and against any claim suffered or incurred or brought or made against the released party by me or by any other person as a result of my action and/or failure to comply with the rules, together with any costs, fees and expenses (including legal fees on an indemnity basis) that may be incurred as a result of any such claim;
6. **Agree** that if I breach or do not abide by any of the rules, I may be asked to leave the relevant activity, which I will immediately do, and agree to reimburse and indemnify SUPRA and each released party for all loss and damage arising from any such breach or failure to abide by the rules;
7. **Acknowledge** that I voluntarily entered into this Release and Disclaimer and have read and understood all of its terms and agree to be bound by all such terms; and
8. **Agree** that this Release and Disclaimer will be binding on me and my executors, administrators, heirs, next of kin, successors and assigns.



This Release and Disclaimer, as well as the Indemnity contained herein, are provided for the benefit of each Released Party.

To the extent that this Release and Disclaimer applies to New South Wales law, the following warning must be provided:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that SUPRA as the supplier named on this form is required to ensure that the services it supplies to you:

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under the Australian Consumer Law, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. By registering for the activity, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change(s) to your rights, as set out in this form, **do(es) not apply** if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, whether consciously or unconsciously, to the consequences of the act or omission.