

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

Assumption of Risks

The UNSW Global social and sporting activities are an exceptional opportunity, but they are not without certain risks, dangers, hazards and liabilities to all participants. These include but are not limited to personal injury, death, property damage, expense and other loss, delay or inconvenience and course cancellation or curtailment. All persons taking part in the social and sporting activities are required to accept these and other risks as a condition of their participation in these activities.

The UNSW Global will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in social and sporting activities.

Statement of Risks

The UNSW Global social and sporting activities program also involves the risks inherent in domestic travel. There are significant risks, dangers and hazards to which travellers are exposed. These include but are not limited to sometimes-hazardous road transportation, tropical diseases and exposure to wildlife.

UNSW Global will be using the services of public transport and independent tour and adventure companies. UNSW Global cannot accept responsibility for the conduct of these independent agencies. It is always possible that the social and sporting activities might not be completed or individual activities may be curtailed or cancelled, due to weather, illness, political disturbances, motor vehicle accidents, terrorism, transportation problems, failure to perform on behalf of the tour and adventure companies, or other circumstances either within or beyond the control of UNSW Global.

UNSW Global and the instructors and support personnel for the social and sporting activities cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. UNSW Global accepts no responsibility and assumes no liability with respect to any travel, vocational, medical or financial advice received by a participant considering social and sporting activities.

I, _____, am aware that UNSW Global social and sporting activities involves many risks, dangers, hazards, and liabilities including but not limited to those referred to in the Assumption of Risks and Statement of Risks set forth above.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

By my participation in UNSW Global social and sporting activities, I agree to the following:

1. To waive any and all claims that I have or may have in the future against UNSW, UNSW Global, and its members, officers, employees, students, agents, volunteers, and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees").
2. To release 'the releasees' from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in the UNSW Global social and sporting activities due to any cause whatsoever including negligence, breach of contract or breach of any statutory or other duty of care on the part of the releasees.
3. To hold harmless and indemnify the releasees from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the UNSW Global Social Activities.
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this agreement, I am not relying upon any oral or written representations or statements made by the releasees other than what is set forth in this agreement. I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the releasees.

Signature of Participant _____

Date: _____

Witness: _____