



Exercise Class Participant Terms and Conditions 2024

Class
Name:

By choosing to participate in this U3A Pine Rivers Inc. high-risk class or activity involving exercise or financial discussions, you acknowledge and agree to the following:

1. Definitions

In these terms and conditions, the following terms will have the corresponding meaning:

"Activity / Activities" means the activity / activities which you have chosen to participate in, face-to-face or online.

"Class / Classes" means the class / classes which you have chosen to participate in, face-to-face or online.

"Committee Member" means members of U3A Pine Rivers Inc. that have been elected at the Annual General Meeting as office-bearers or committee members.

"Dangerous" means able or likely to cause harm or injury.

"Member / Membership" mean a person who has chosen to pay for membership (Member or Affiliate) or has accepted membership (Life or Honorary) at U3A Pine Rivers Inc. and holds a membership badge for the current financial year.

"Third-Party / Third-Parties" means a party which operates or controls a Class/Activity, or part of a Class/Activity, that is not facilitated by a U3A Pine Rivers Inc member (Their member is General).

"Tutor / Tutors" means a U3A Pine Rivers Inc member who is facilitating the Class/Activity.

"U3A Pine Rivers" means U3A Pine Rivers Inc (ABN: 68 518 990 950).

"You / Your" means the person participating in the Class/Activity.

2. Assumption of Risk

- a. You acknowledge that, if participating in an Exercise Activity, it is dangerous and may result in your injury or death.
- b. You acknowledge that, if participating in a financial Class, it is general information and not for specific advice.
- c. You fully and willingly accept and assume all risks that may arise out of or result from your participation in the Class/Activity.

3. Medical Advice

- a. Before undertaking a Class/Activity, You must seek independent medical advice to determine whether you have any health related issues which might cause you to not undertake that Class/Activity.
- b. You accept that U3A Pine Rivers is not able to provide you with the advice referred to in clause 3.a and that U3A Pine Rivers will assume that you have received and acted upon the advice referred to in clause 3.a before agreeing to these terms and conditions.

4. Tutor

- a. You acknowledge that our Tutors facilitate Classes/Activities, sharing their knowledge and are not providing any specific advice.
- b. You acknowledge that the Exercise Activity Tutor is following recommended exercises and programs but has no qualification or the qualifications have not been renewed.
- c. You agree that you will obey and will comply with all rules and directions made or given by the Tutor in connection with the Class/Activity. If you fail to comply with the Tutor 's rules and/or directions, you will not be permitted to continue the Class/Activity.

5. Third Party Providers

- a. You acknowledge that some Activities are operated and controlled by Third Parties.
- b. You acknowledge that Third Parties may require you to sign an additional release on the date of the Class/Activity, prior to undertaking the Class/Activity.
- c. You agree that you will obey and will comply with all rules and directions made or given by the Third-Party Provider in connection with the booked Class/Activity. If you fail to comply with the Third-Party Provider's rules and/or directions, you will not be permitted to continue the booked Class/Activity.

6. Insurance

- a. You acknowledge that you have the opportunity to obtain personal accident and life insurance prior to undertaking a Class/Activity and agreeing to these terms and conditions.

7. Waiver

- a. You agree to waive, to the extent permitted by law, any right to claim which You, Your insurer or any other person may have or which may arise in the future against U3A Pine Rivers, its Committee Members, Tutors, volunteers, Third Party, suppliers and insurers in relation to You undertaking the Class/Activity.

8. Indemnity & Release

- a. You agree to release to the full extent permitted by law and to indemnify and keep indemnified the U3A Pine Rivers, its Committee Members, Tutors, volunteers, Third Party, suppliers and insurers against all liability for death or injury to You and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with You undertaking the Class/Activity.
- b. The indemnity and release referred to in Clause 8.a applies whether or not the injury or death arose as a result of anything You are authorised or obliged to do by U3A Pine Rivers or anything to which the U3A Pine Rivers has consented to or approved.

9. Jurisdiction

- a. These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the state of Queensland.

10. Survival

- a. Any of these terms and conditions which are capable of having effect after the completion of the Class/Activity (including provisions relating to indemnities and waivers) must remain in full force and effect following the completion, expiration, termination or cancellation of the Class/Activity.

11. Surrender of Substantial Rights

- a. YOU ACKNOWLEDGE THAT YOU WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND THAT THE PURPOSE OF THESE TERMS AND CONDITIONS IS TO EXCLUDE TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL LIABILITY OF U3A PINE RIVERS FOR YOUR DEATH OR INJURY and You agree that these terms and conditions must be interpreted to achieve that purpose and, in any dispute, must be interpreted against You in favour of U3A Pine Rivers.
- b. You acknowledge that you have the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.

12. Reading Down

- a. To the extent that any of these terms and conditions is held to be illegal, invalid or unenforceable, it must be read down to the extent that all other terms and conditions remain enforceable at law.

Member: By signing below, I agree to the U3A Pine Rivers Inc. Members Terms and Conditions

Signed:	Dated:
Name (printed):	Membership No:
Emergency Contact Name:	Emergency Contact Number:

Tutor/Third Party:

Signed:	Dated:
Name (printed):	Membership No: