



## **JAPAN 2024 TRIP – UQ SKI AND SNOWSPORTS SOCIETY**

### **Code of Conduct and Terms and Conditions**

This document outlines the code of conduct for the 2024 UQ Ski & Snowsports Society (UQ SKI) Ski trip. It outlines the expectations of participants going on the trip. It also outlines the forms of dispute resolution and the consequences of disregarding the information in this document.

UQ SKI is a club that has always strongly aligned itself with social activities as well as dangerous sports. This document aims to outline some of the actions that will not be accepted by trip attendees and consequences for breaching these rules.

#### **Scope:**

This document is applicable to every trip attendee, including executives.

All trip attendees must:

- be members of the society before the final payment date, otherwise they will lose their spot on the trip, and will be refunded all payments minus 25% of the deposit
- be aged between 20 to 30 by the beginning of the trip. Please contact UQ SKI before booking the trip if you fall outside this age range.
- have attended a tertiary institution in the last 5 years.
- Come to at least 2 society events before the Japan Info Night (in mid semester 2), otherwise they will lose their spot on the trip, and will be refunded all payments minus 25% of the deposit.

#### **Actions:**

The following are some of the actions that are deemed inappropriate on the trip. This is not a comprehensive list, but any actions that put individuals at unnecessary risk or actions deemed generally inappropriate or “anti-social” by the executives will be dealt with severely.

#### **Law:**

At all times, all trip participants are required to abide by any law applicable. No tolerance will be given for those who break laws. Those found to be in breach of any law will be immediately reported to the authorities and consequently, will be immediately removed from the trip.

#### **Drugs/illegal Materials:**

The trip has an absolutely ZERO tolerance policy for drugs or illegal materials. Any trip attendee found in the possession of illegal materials will be reported to the relevant authorities and will be immediately removed from the trip. Any suspected activity in this form will be dealt with severely.

#### **Anti-Social Behaviours:**

Any anti-social behaviours including but not limited to, sexual assault, unwanted sexual



advances or statements, aggression and bullying is not tolerated. Actioned deemed by the executive to be against the spirit of the club will be dealt with severely and if required law enforcement will be contacted.

### **Risk-Taking Behaviour:**

Risk-taking behaviours include, but are not limited to, peer-pressuring behaviour, inappropriate / excessive drinking, failure to stay clear of danger hotspots or activities, and breaking rules. Risk-taking behaviours are not tolerated. Risk-taking behaviour that puts the individual in unnecessary danger as deemed by the executive team will be dealt with severely. Failure to abide by this code after warning will result in law enforcement to be contacted and your immediate removal from the trip.

### **Consequences:**

The consequences resulting from actions that are not aligned with the articles of this code of conduct are severe. The acting executives on the trip will decide the consequences, which will be made at the earliest possible time after the incident has occurred.

The consequences include, but are not limited to:

- Immediate removal from the trip
- Exclusion from group activities
- Other disciplinary actions, as determined by the executives
- Removal from the trip if disciplinary actions are not followed

If any disciplinary action is taken, NO REFUNDS will be given in any circumstance.

### **Safety:**

Helmets are mandatory for all trip participants, NO EXCEPTIONS. Beginners, Intermediate and Above:

All participants must wear a helmet at all times and regardless of skiing ability. Beginners and all levels are highly recommended to take lessons to safely progress their skills to the next level.

Further, it is expected of participants to make safe choices.

### **Medical conditions / allergies:**

Participants with medical conditions or allergies are expected to self-manage their condition and make safe choices in consideration of their condition.

By agreeing to these conditions, you will abide by all articles in this code of conduct. You also accept any and all responsibility for yourself, your equipment and your actions. UQ SKI, its executives, and any other party accept no responsibility for any damages (personal or otherwise) that may occur on this trip. This document does not outline all punishable actions on the trip, and that all questionable (deemed by executives) acts on the trip will be at the discretion of the executives. The executives will not be held liable for any actions or negligence on the trip.



Buyers should be aware that the initial deposit of \$923.50 for this trip is partially refundable (besides as indicated below), any payments a customer has made after this is fully refundable upon finding a replacement tripper (at your own discretion) and incurs no cancellation fee. Once a replacement tripper is found, a refund of all payments, less 25% from the deposit, will be completed. In this event, please contact the UQ Ski through our email or Facebook page as we can and have in the past, offered other solutions to club trippers. If the payment dates for the second and final payment are not met, the participant will lose their spot on the trip and will be refunded all trip payments, less 25% of the deposit.



## **Liability Waiver**

Participation in snow sports and the Japan trip activities as part of the Event with UQ Ski & Snowsports Society (UQ SKI) involves risks to participants. Risks associated with snow sports, social and other activities on the Event include serious personal injury, including but not limited to fractured bones, fractured skull, head or brain injuries, spinal injuries, permanent paralysis including paraplegia, quadriplegia, open wounds or even death, as well as other physical or mental injury or suffering.

By signing this form and participating in the Event you indicate that you understand the risks of participation and voluntarily accept these risks. You further release UQ SKI and its executives from all liability associated with your participation.

### **ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**

This is a legal document and if you are unsure of its purpose or consequences or do not understand it you should seek independent legal advice or assistance before signing it.

I, the undersigned, as a participant in the Event, acknowledge and agree that:

#### **Definitions**

1. In this agreement:

UQ SKI means UQ Ski & Snowsports Society

Executives mean any executive members of UQ SKI as organisers of the event

Event means UQ SKI 2024 Japan Ski & Snowboard Trip, as well as associated exclusive events prior to the trip itself.

#### **Acknowledgement of Risks:**

2. I acknowledge and agree that I understand the nature of the Event; there are certain inherent risks and dangers associated with the Event and I knowingly and voluntarily, accept and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise during my participation in the Event.

3. I have read and understood the Risk Warning above and am aware of the dangers, risks and hazards associated with my participation in the Event. These risks include any manner of injury or illness, including but not limited to fractured bones, fractured skull, head or brain injuries, spinal injuries, permanent paralysis including paraplegia, quadriplegia, open wounds or even death, as well as other physical or mental injury or suffering.

4. I am freely and voluntarily assuming any and all dangers, risks and hazards associated with my participation in the Event and further acknowledge that I agree to do so entirely at my own risk.



5. I agree and accept that my competing in the Event involves my participation in:

5.1 a sporting activity; and

5.2 an activity that involves a significant degree of physical exertion and physical risk and which I am undertaking for the purpose of recreation and enjoyment.

#### **Permission to Use Likeness/Name**

6. The undersigned further agree to allow, their likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, for the purposes of promoting UQ SKI without compensation.

#### **Unforeseen costs**

7. The participants are responsible for payment for all costs incurred on the trip which are not expressly stated as being included in the cost of the trip on the physical documentation provided to participants by the society executive team.

#### **Participants Health, Fitness and Physical Abilities**

8. UQ SKI and its executives has not made, nor will make any formal assessment of my level of health, fitness or personal abilities to participate in the Event. I am solely responsible for ensuring that I have an appropriate level of health, fitness and/or physical skills to undertake the Event.

9. Participants are required to inform the executives of any illness, injury or predispositions that produce a foreseeable risk to the participants on the trip.

10. I am aware that UQ SKI and its executives strongly recommends that any participant who has any medical condition or impairment which may affect the participant's capacity to safely participate in the Event refrain from participating in the Event.

11. In the event that I am in difficulty during the Event, I will stop my involvement in the Event, and seek alternative help and/or assistance and advice.

12. UQ SKI executives do not employ medical personnel. Any necessary medical attention will be provided by a local facility at your expense. UQ SKI is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on the trip, or for the quality of the care or services received.

#### **Waiver of Claim**

13. I will not hold UQ SKI and its executives liable for any loss (including financial loss), damage, personal injury (including physical and mental injury or incapacity), death or property damage, however caused, arising from my participation in the Event.

14. I confirm and acknowledge that I have in force a personal accident and injury policy of insurance with a reputable insurance company (the policy) which provides me with cover for any personal injuries or death or loss of future income or future medical expenses or for any other consequential losses I may suffer as a result of any injuries or death I sustain as a



consequence of my participation in the Event.

15. I accept and acknowledge that it is a condition of my entry of and participation in the Event that the policy is valid and current at the time I participate in the Event and I agree to provide the Supplier with documentary proof of the existence of the policy (such as a certificate of currency) upon the request of the Supplier.

16. I agree and confirm that should I be killed or injured in any way as a result of my participation in the Event that I or my dependents or legal representatives will make a claim upon the policy for the benefits payable to me, or to them, pursuant to the policy and that neither I or my dependants or legal representatives will make a claim upon the Supplier for compensation, injury, loss or damage either suffered by myself or by them arising in any way whatsoever from my participation in the Event.

17. I hereby waive any rights (including any rights under the doctrine of subrogation) which my insurer under the policy may have to bring any claim or legal action against the Supplier (in my name or the insurer's name) in an attempt to recover any payments made or legal obligation to make future payments to me or on my behalf pursuant to the policy as a consequence of me suffering death or any personal injuries or disabilities by participating in the Event, or in order to recover any payments made by my insurer to or on behalf of my dependants or legal representatives.

#### **Indemnity**

18. To the extent permitted by law, I hereby release and indemnify UQ SKI and its executives from any and all liability, costs (including, without limitation, legal costs), claims, damages, demands, and actions arising out of any incident that is in any way connected with my participation in the Event, including any such claim, damage, demand or action that may be brought by me, except such incidents caused by the unlawful acts of UQ SKI and its executives.

#### **Release**

19. I understand by signing this agreement I will be forever precluded from suing or otherwise claiming against UQ SKI and its executives for any loss, damage, personal injury (including physical and mental injury or incapacity), death or property damage that I may sustain through my participation in the Event.

#### **Entire Agreement and Severability**

20. In entering into this agreement, I am not relying upon any oral or written representations or statements made by UQ SKI and its executives about the risks associated with my participation in the Event other than what is set forth in this agreement.

21. If any provisions of this agreement is held to be invalid or unenforceable, the remainder of this agreement will not be affected, and it will in other respects continue to be effective and enforceable. If such invalidity or unenforceability is subsequently released or changed so it is no longer in conflict with the law, the provision will return to full force and effect.



**Code of Conduct**

22. The undersigned further agree to follow the code of conduct as outlined in 'UQ Ski & Snowsports Society Trip Code of Conduct 2024'.