

## WAIVER AND INDEMNITY DEED

The activity you elect to participate in (“River Pride Parade Activity”) is operated by Brisbane Powerhouse Pty Ltd (18 091 551 290). Before participating in any River Pride Parade Activity, you must read this Deed and indicate your agreement to the matters set out in this Deed by signing it in the presence of a witness where indicated below. The electronic version of this deed may be signed by clicking “I accept”.

You agree to the matters set out in this deed. If you do not agree with any of the matters set out in this deed, you must not participate in the River Pride Parade Activity.

Once accepted by you, this deed applies to all River Pride Parade Activities you participate in, at any time during the Activity.

### I accept and confirm the following:

1. I confirm that I am over 16 years of age and carry a valid marine licence, recreational marine licence and/or personal watercraft licence where legislated and am qualified to operate my water vessel.
2. If the Participant is under the age of 18 years, I confirm that I am the legal parent or guardian of the Participant and I am signing this deed on behalf of the Participant (and where the context permits, any reference in this deed to “I”, “me” or “my” refers to the Participant (except in section 2 and section 10b).
3. I confirm I have completed at least one (1) safety briefing online, facilitated by Brisbane Powerhouse in the lead up to the River Pride Parade Activity.
4. I confirm I am not under the influence of any drugs or adversely affected by any medication and that I will not be under the influence of any drugs or adversely affected by any medication during the River Pride Parade Activity. I consider that my health and ability are sufficient to enable me to safely participate in the River Pride Parade Activity. I have made Brisbane Powerhouse Pty Ltd aware of any current or previous medical conditions that I have that may in any way affect or limit my ability to participate in the River Pride Parade Activity.
5. The River Pride Parade Activity involves a moderate degree of risk of physical harm and involves obvious and inherent risks. These risks include the risk of physical injury or death, the inducement of medical conditions, mental harm or distress and damage to my property. I acknowledge that my health, ability and conduct will affect such risks.
6. I agree to adhere to the River Pride Parade Activity schedule, provided by the Activity Organisers and to obey all instructions delivered by the Activity Organisers, Brisbane Powerhouse and Maritime Safety Queensland.
7. All legislated safety equipment will be available on my water vessel at all times during the Activity. I and any participants onboard my water vessel will follow the directions of the Activity Marshalls, Brisbane Powerhouse and Maritime Safety Queensland during the River Pride Parade Activity.
8. I agree that any photographs or images in which I am featured, that have been taken by Brisbane Powerhouse or affiliated third parties, are permitted to be used online by Melt and/or Brisbane Powerhouse.
9. Brisbane Powerhouse Pty Ltd is committed to providing a safe, respectful, and inclusive environment that is free from discrimination, harassment, sexual harassment and bullying. We do not tolerate or condone any form of discrimination, harassment, sexual harassment or bullying.  
Everyone participating in the River Pride Parade Activity must abide by the Brisbane Powerhouse Code of Conduct. You confirm that you have been supplied a copy of the Brisbane Powerhouse Code of Conduct and agree to abide by the Code of Conduct which includes:
  - Treat (everyone) with dignity, courtesy and respect;
  - Respect cultural, ethnic, religious, gender and sexual orientation differences;
  - Behave in a professional, fair and courteous manner at all times;
  - Promptly reporting any breaches of this Code of Conduct, whether it is against you or another person, to the River Pride Parade Activity team;
  - Maintain confidentiality when complaints are made and/or under investigation; and
  - Abide by all applicable laws and regulations.



A breach of this Code of Conduct may result in formal disciplinary action being taken.

10. Subject to section 11:
  - a. to the extent the River Pride Parade Activity is a “recreational activity”, or a “recreational service” or the like under any applicable law, Brisbane Powerhouse Pty Ltd (and their respective directors, employees, agents, contractors, associates and assignees) (the “Relevant Persons”) exclude all: (i) liability under any applicable statutory guarantees; and (ii) express or implied contractual warranties and conditions to the maximum extent permitted by law, including without limitation that the River Pride Parade Activity will be provided with reasonable care and skill;
  - b. I absolutely, unconditionally and irrevocably release and indemnify the Relevant Persons from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses suffered or incurred by the Relevant Persons arising out of or in connection with my or (where I am not the Participant) the Participant’s participation in the River Pride Parade Activity;
  - c. the Relevant Persons will not be liable for any costs, losses, damages and expenses that may be suffered or incurred in connection with my participation in the River Pride Parade Activity; and
  - d. this deed may be pleaded by any of the Relevant Persons as a bar to any actions, proceedings, claims, demands arising out of or in connection with my participation in the River Pride Parade Activity.
11. Nothing in section 10 limits or excludes the liability of the Relevant Persons for any costs, losses, damages or expenses to the extent arising as a result of the fraudulent or reckless conduct of the Relevant Persons, nor any liability of the Relevant Persons that cannot be excluded under applicable law.
12. This deed is governed by the laws of Queensland, and I irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia. Any provision of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected. To the extent that any covenant in this deed is for the benefit of a person or body corporate which is not a party to this deed, this deed shall have effect as a deed poll in favour of that person or body corporate.