

ReadyPlay Sport

Participant Waiver, Release, Assumption of Risk and Indemnity

Effective Date: January 2026

Last Updated: May 2026

IMPORTANT — PLEASE READ CAREFULLY BEFORE ACCEPTING

By clicking “I Agree”, registering for an event, or otherwise participating in any activity facilitated, organised, promoted, or made available through the ReadyPlay platform (the Activities), you acknowledge that you have read, understood, and agree to be legally bound by this Waiver.

This is a risk warning for the purposes of Division 5, Part 5 of the Civil Liability Act 2002 (NSW).

By accepting this Waiver, you acknowledge that you have been warned of the risks of participating in the Activities described below.

1. Definitions

In this Waiver:

- ReadyPlay means **ReadyPlay Pty Ltd** ABN 84 114 776 192 and includes its directors, officers, employees, contractors, volunteers, partners, hosts, licensors, and agents.
- Activities includes, without limitation, all sporting, recreational, fitness, social, and physical activities arranged, promoted, or facilitated via the ReadyPlay app or website, whether organised formally or informally. This includes but is not limited to team sports (e.g. football, basketball, netball, cricket, touch rugby), individual sports (e.g. tennis, running, swimming), fitness activities (e.g. group training, boot camps), and social sporting events.

- Dangerous Recreational Activity has the meaning given in section 5K of the Civil Liability Act 2002 (NSW), being a recreational activity that involves a significant risk of physical harm.
- Obvious Risk has the meaning given in section 5F of the Civil Liability Act 2002 (NSW), being a risk that, in the circumstances, would have been obvious to a reasonable person in the position of the participant.

2. Risk Warning

WARNING: The Activities facilitated through ReadyPlay may constitute **dangerous recreational activities** within the meaning of the Civil Liability Act 2002 (NSW). There is a risk that you may suffer personal injury (including serious injury), permanent disability, or death as a result of participating in these Activities.

(a) Inherent and Obvious Risks

You acknowledge and agree that participation in the Activities involves **inherent, obvious, and non-obvious risks**, including but not limited to:

- Personal injury, including sprains, fractures, dislocations, concussion, ligament and tendon damage, muscle tears, and other orthopaedic injuries.
- Serious injury, permanent disability, or death.
- Collisions with other participants, fixed or movable objects, goalposts, fencing, or venue infrastructure.
- Falls on playing surfaces, courts, fields, or surrounding areas.
- Injury from sporting equipment, balls, bats, racquets, or other implements.
- Adverse weather conditions, including heat, cold, rain, wind, lightning, or UV exposure.
- Inadequate, uneven, wet, or otherwise hazardous playing surfaces or venue conditions.
- Acts or omissions of other participants, spectators, organisers, or venue operators.
- Overexertion, dehydration, cardiac events, or other physiological responses to physical activity.
- Transmission of communicable diseases through close physical contact.

- Property loss, theft, or damage.
- Psychological or emotional injury.

(b) Voluntary Assumption of Risk

You voluntarily assume **all risks**, whether known or unknown, foreseeable or unforeseeable, obvious or non-obvious, associated with participation in the Activities. You acknowledge that this assumption of risk extends to risks arising from the negligence of ReadyPlay, other participants, event organisers, or venue operators, to the maximum extent permitted by law.

3. Exclusion and Limitation of Liability

(a) Recreational Activities

You acknowledge that, pursuant to sections 5K, 5L, and 5M of the Civil Liability Act 2002 (NSW):

- There is no duty of care owed to you in respect of the materialisation of an obvious risk of a dangerous recreational activity.
- The giving of this risk warning operates to exclude liability for any injury, loss, or damage suffered as a result of the materialisation of an obvious risk of a recreational activity.

(b) General Exclusion

To the **maximum extent permitted by law**, ReadyPlay excludes all liability for any loss, damage, injury (including personal injury and death), cost, or expense suffered or incurred by you arising out of or in connection with the Activities.

(c) Consumer Guarantees

Where liability cannot be excluded under the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law (Schedule 2), ReadyPlay's liability is limited, at its option, to:

- The resupply of the relevant services; or
- The payment of the cost of having those services resupplied.

(d) No Liability for Third Parties

ReadyPlay is not liable for any acts, omissions, negligence, or defaults of event organisers, venue operators, other participants, or any third party. ReadyPlay does not control the conduct of Activities and is not responsible for supervising, monitoring, or ensuring the safety of any Activity.

4. Release

To the maximum extent permitted by law, you release and discharge ReadyPlay from any and all claims, demands, actions, proceedings, damages, costs, and liabilities of any nature, whether in contract, tort (including negligence), statute, equity, or otherwise, arising out of or connected with your participation in the Activities.

This release does not apply to any liability that cannot be excluded or limited under the Australian Consumer Law or other applicable legislation.

5. Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold harmless ReadyPlay against any claim, demand, loss, liability, cost, or expense (including reasonable legal costs) arising from:

- Your participation in the Activities.
- Your breach of this Waiver or any applicable rules, policies, or directions.
- Any injury, loss, or damage caused by you to any other person or their property during the Activities.
- Any misrepresentation made by you in connection with this Waiver, including regarding your health, fitness, or capability.

This indemnity does not apply to the extent that the relevant claim arises from ReadyPlay's own negligence, wilful misconduct, or breach of a non-excludable obligation under the Australian Consumer Law.

6. Health, Fitness, and Medical Disclosure

(a) Your Warranties

You warrant and represent that:

- You are physically and mentally fit to participate in the Activities you register for.
- You have not been advised against participation in physical or sporting activity by a qualified medical professional.
- You do not have any pre-existing medical condition, illness, or injury that may be aggravated by participation, or if you do, you have obtained medical clearance and accept the additional risks.
- You will immediately cease participation and seek appropriate medical attention if you experience pain, injury, dizziness, shortness of breath, chest pain, or any other symptom of concern.

(b) Disclosure of Pre-Existing Conditions

You acknowledge that you have a duty to disclose any pre-existing medical condition, injury, disability, or health concern that may affect your ability to safely participate in the Activities.

Failure to disclose may affect your rights under this Waiver and at law.

(c) Medical Treatment Authorisation

In the event of an emergency during an Activity, you authorise ReadyPlay and its representatives to arrange emergency medical treatment on your behalf if you are unable to communicate or provide consent. You acknowledge that:

- ReadyPlay does not provide medical advice, supervision, first aid, or health screening.
- Any costs associated with emergency medical treatment will be your responsibility.
- ReadyPlay is not liable for any decisions made by emergency medical personnel.

7. Compliance and Conduct

You agree to:

- Comply with all rules, regulations, directions, venue requirements, and reasonable instructions issued by ReadyPlay, event organisers, or venue operators.
- Behave in a safe, respectful, and sportsmanlike manner at all times during Activities.
- Not attend or participate in any Activity while under the influence of alcohol or drugs to an extent that may endanger yourself or others.
- Wear appropriate attire, footwear, and safety equipment for the relevant Activity.

ReadyPlay reserves the right to immediately suspend or remove you from any Activity without refund if you breach this clause or if your continued participation poses a risk to yourself or others.

8. Personal Property

You participate at your own risk and acknowledge that ReadyPlay accepts **no responsibility** for loss, theft, or damage to personal property brought to or left at any venue or Activity location. You are advised to secure your belongings and avoid bringing valuables.

9. Photography and Media Consent

You acknowledge that photographs, video recordings, or other media may be captured during Activities. By participating, you grant ReadyPlay a **non-exclusive, royalty-free, worldwide licence** to use, reproduce, and publish such media for marketing, promotional, social media, or operational purposes, without compensation.

If you do not wish to appear in media captured during Activities, you may notify ReadyPlay at readyplaysport@gmail.com, and we will take reasonable steps to accommodate your request. However, we cannot guarantee the complete exclusion of incidental appearances in group or event-wide footage.

10. Minors

ReadyPlay is not intended for users under the age of 16. If you are accepting this Waiver on behalf of a participant aged **16 or 17**, you warrant that:

- You are the parent or legal guardian of the minor.
- You have the legal authority to accept this Waiver on the minor's behalf.
- You have explained the contents and effect of this Waiver to the minor.
- You agree to be personally bound by all terms of this Waiver, including the indemnity, release, and assumption of risk provisions, on behalf of yourself and the minor.
- You accept full responsibility for the minor's compliance with the conduct obligations in Section 7.

11. Relationship to Terms and Conditions

This Waiver operates in addition to, and does not replace, the ReadyPlay Terms and Conditions of Use and Privacy Policy. In the event of any inconsistency between this Waiver and the Terms and Conditions, the provision that provides the greater protection to ReadyPlay will prevail, to the extent permitted by law.

12. Severability

If any provision of this Waiver is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed or read down to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

13. Governing Law and Jurisdiction

This Waiver is governed by the laws of **New South Wales, Australia**. You submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts entitled to hear appeals from those courts.

14. Acknowledgement and Acceptance

By clicking “I Agree”, you acknowledge and confirm that:

- You have carefully read this Waiver in its entirety.
- You understand its contents and legal effect, including that you are giving up substantial legal rights.
- You have been given the opportunity to seek independent legal advice before accepting.
- You have been warned of the risks of participating in the Activities, including the risk of personal injury, serious injury, permanent disability, or death.
- You accept this Waiver freely, voluntarily, and without duress.
- You intend this Waiver to be binding upon you, your heirs, executors, administrators, and personal representatives.

☐ I have read and agree to the ReadyPlay Participant Waiver, Release, Assumption of Risk and Indemnity. I acknowledge that this is a risk warning under the Civil Liability Act 2002 (NSW).