

# CONSENT WAIVER AND INDEMNITY – CHILD OR PERSON

The Participant has elected to participate in the following Gladstone Regional Council programs:

- Art Play
  - Learning and Life
  - Art Lessons / Education .....
  - General Art Workshops .....
- (“the Selected Programs”)

By participating in the Selected Programs, the Participant’s Parent/Guardian/Power of Attorney agrees that the Participant will be bound by the following conditions:

1. ACKNOWLEDGE AND AGREE THAT:

- 1.1. The Participant participates in the Activity at his/her own risk;
- 1.2. Council does not provide sickness or accident insurance and the Participant will be responsible for any and all costs for medical treatment, ambulance transportation, hospitalisation and the like in the event that I fall ill or suffer any injury during the Activity;
- 1.3. In the case of emergency, I consent to the provision of emergency care, medical treatment, or administration of medication by medical professionals as required;
- 1.4. This Activity may require a moderate level of fitness;
- 1.5. The Participant will while participating in the Activity;
  - (a) act in a safe and responsible manner; and
  - (b) follow all instructions and directions of the Activity provider;
- 1.6. The Activity is being provided by a third party.

2. WARRANT AND REPRESENT TO GRC THAT:

- 2.1. I am the Parent/Guardian of the Participant and I have the authority to enter into this Consent, Waiver and Indemnity on behalf of the Participant.
- 2.2. The Participant has no pre-existing injuries or medical conditions that would impact on me undertaking the Activity and I have the physical ability to complete the Activity.
- 2.3. If the Participant experiences any pain or discomfort while participating in the Activity, the Participant will immediately cease participation in the Activity.

3. RELEASE AND INDEMNITY:

- 3.1. On behalf of the Recipient, I release Council and indemnify Council against all claims for damages, loss, injury or death arising directly or indirectly from the participation in all or any part of the Activity however caused.

4. DEFINITIONS:

“the participant” means the child/person

“the Activity” means all Selected Programs in which the Participant is registering to participate, which may or may not be run by a third party.

“Council” means Gladstone Regional Council, its successors and assigns, elected Councillors, officers, managers, employees, contractors and subcontractors.

## PHOTOGRAPHIC CONSENT

By submitting an entry to the Activity, I agree on behalf of the Participant to:

- (a) give Council, its employees and those acting with its authorisation, the right and permission to take photographs, audio and video footage and to use and/or publish photographs and/or footage of the

Participant undertaking the Activity, within Council’s publications and promotional and marketing material, including on and in videos, catalogues, magazines, newspaper articles, brochures, social media and Council’s website (“Promotional Material”).

- (b) waive any right to inspect or approve the Promotional Material before use;
- (c) agree that no claim will be made against Council for any payment or fee for photographs, video or audio recordings where the Participant’s images are used in Promotional Material;
- (d) consent to my personal information being published on Council’s website and social media and acknowledge that these sites may be accessed from outside Australia and may not be subject to privacy laws which provide the same level of protection as Australia; and
- (e) release Council, its officers, employees and agents from any liability arising out of Council’s use of photographs, video or audio recordings.

I confirm I have read and agreed to be bound by all of the above conditions.

Participant Name (please print):

Participant / Parent / Guardian Name:

Participant / Parent / Guardian Signature:

Date:

.....

**Participant’s Details:**

Participant’s Name:  Age:

Address:

Phone:  Fax:

Email:

Emergency Contact:  Phone:

.....

How did you hear about the Selected Programs:

- Social Media
- Website
- Word of Mouth
- Other .....

Would you like to receive information about future activities at the address above?

- Yes
- No