



## Move It – Youth After School Programme Participation Release and Indemnity Form

Participant’s Name: ..... Age: .....

Participant’s Parent/Guardian (if Participant is under 18): .....

Participant’s/Parent/Guardian’s Mobile Phone No.: .....

Participant’s/Parent/Guardian’s Email: .....

Emergency Contact Name: ..... Mobile: .....

### Warning: Risks Associated with the Programme

1. Move It – Youth After School Programme (“the Programme”) comprises a series of separate adventure/sport activities, each of which involves different types of physical and emotional challenges, including climbing, jumping, descending from heights, and other rigorous activity, upon and from natural and man-made structures and areas, upon the ground and at various heights (low, medium and high) above ground.
2. Participation entails the risk of:
  - (a) Injury and Damage suffered by a Participant, including arising out of circumstances and events such as, without limitation, from the Participant’s overexertion or dehydration, failure of equipment (including Participant supplied equipment), accidents with other Participants, spectators and road users, and course and weather conditions; and
  - (b) consequential Injury suffered by a Dependant.

### Disclaimer

3. Neither Council nor its Representatives accept responsibility at law for the safety, health or security of:
  - (a) Participants or persons attending or participating in the Programme, or property in their possession or under their control;
  - (b) persons who might be consequentially affected if a Participant or a person attending or participating in the Programme suffers Injury or Damage, e.g. a Dependant.

### Voluntary Assumption of Risk

4. I have read, and I understand, the above warning and disclaimer.
5. I understand that neither attendance at nor participation in the Programme is free of risk to the Participant.
6. Despite any risks, I voluntarily:
  - (a) accept all risks of attending at and participating in the Programme, and all risks of Injury and Damage that I may suffer as a direct or indirect consequence of attending at or participating in the Programme;
  - (b) consent to the Participant attending at and participating in the Programme, and accept all risks of Injury and Damage that the Participant and I may suffer as a direct or indirect consequence of allowing the Participant to attend at and participate in the Programme.
7. I understand that public liability insurance cover affected by Council or its Representatives for the conduct of the Programme may not cover Injury or Damage suffered by the Participant, by me, or by any Dependant of the Participant or of mine.

### Medical Status and Treatment

8. Various Programme activities may require the Participant to have pre-existing basic skills and abilities.
9. I warrant and represent that my/the Participant’s physical condition is suitable for the effort that I/the Participant wish to put in.
10. Should I/the Participant have any medical or physical conditions, I have/the Participant has medical clearance from a medical doctor to participate or compete in the relevant Programme activity and I/the Participant accept the risk of competing/participating, despite these conditions.

11. I consent to me/the Participant receiving any medical treatment, including ambulance transportation, Council's Representatives think desirable during and after a Programme activity.

### **Programme Rules and Safety**

12. Safety precautions undertaken by Council and its Representatives, such as race and safety briefings, are a service to Participants but are no guarantee of safety.
13. I understand that there are no road closures for Programme activities and that route choice and activities undertaken are chosen at my/the Participant's own risk.
14. I understand that I/the Participant, where applicable, must follow Queensland Road Rules at all times. Except for official authorised routes, private property is out of bounds.
15. I am/The Participant is fully responsible for the security of personal possessions at a Programme activity.
16. I/The Participant agree to abide by all rules and directions for a Programme activity issued by Council's Representatives for that activity.

### **Release and Indemnity**

17. I give the following release and indemnity in return for Council:
- (a) allowing me to attend at or participate in the Programme;
  - (b) allowing the Participant to attend at or participate in the Programme; and in return for the Representatives:
  - (c) assisting me while I attend at or participate in the Programme; and
  - (d) assisting the Participant at my request (hereby made) while he/she attends at or participates in the Programme.
18. I release Council and each of its Representatives from responsibility or liability to me for Injury and Damage, that I sustain, directly or indirectly:
- (a) when or as a consequence of attending at or participating in the Programme;
  - (b) as a consequence of the Participant suffering Injury or Damage when or in consequence of attending at or participating in the Programme, irrespective of how the Injury or Damage occurs.
19. I undertake to indemnify Council and each of its Representatives against all loss and expense incurred through being held liable to the Participant, to me, or to any Dependant of the Participant or of mine, because of:
- (a) Injury or Damage, that I suffer, or that is suffered by any person in my care, custody or control;
  - (b) Damage to property in my possession or in the possession of any person in my care, custody or control, where the Injury or Damage, results directly or indirectly from:
  - (c) my attendance at or participation in the Programme;
  - (d) the Participant attending at or participating in the Programme.

### **Privacy Consent**

20. I consent to Council using the Participant's name, image and likeness before, during and after the Programme or a programme activity to promote, broadcast or report about the Programme and similar programme events in any media.

### **Definitions**

21. In this form:
- (a) "Council" means Charters Towers Regional Council.
  - (b) "Damage" means damage or loss.
  - (c) "Dependant" means a parent, guardian, spouse or dependant.
  - (d) "I" means the named Participant, and if the Participant is under 18, the Participant's parent or guardian.
  - (e) "Injury" means illness, injury, adverse physical reaction, or death.
  - (f) "Participant" means the person intending to participate in the Programme.
  - (g) "Representative" means employee, contractor, and voluntary assistant.

Signature of Participant..... Date: ..... / ..... / 2021

Signature of Participant's Parent/Guardian ..... Date: ..... / ..... / 2021  
(to be co-signed if Participant is under 18)