

Easter Egg Hunt Participation Release and Indemnity Form

Participant's Name	. Age	Participant's Name		Age
Participant's Name	. Age	Participant's Name		Age
Participant's Name	. Age	Participant's Name		Age
Participant's Parent/Guardian (if Participant is under	r 18)		. Mobile	
Participant's/Parent/Guardian's Email				
Emergency Contact Name		Mobile		

WARNING: RISKS ASSOCIATED WITH THE PROGRAMME

- 1. 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, and spectators, and course and weather conditions; and
 - (b) consequential Injury suffered by a Dependant.

DISCLAIMER

- 2. 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

- 3. I have read, and I understand, the above warning and disclaimer.
- 4. I understand that neither attendance at nor participation in the Programme is free of risk to the Participant.
- 5. Despite any risks, I voluntarily:
 - (a) 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.
- 6. 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

- 7. Various Programme activities may require the Participant to have pre-existing basic skills and abilities.
- 8. 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.
- **9.** 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

10. The Participant agree to abide by all rules and directions for a Programme activity issued by Council's Representatives for that activity.

PO Box 189 Charters Towers Qld 4820 ADMINISTRATION: 12 Mosman Street Charters Towers Qld 4820 Australia PH. (07) 4761 5300 | F. (07) 4761 5344 | E. mail@charterstowers.qld.gov.au | ABN. 67 731 313 583 www.charterstowers.qld.gov.au





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RELEASE AND INDEMNITY

- 11. 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 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.
- **12.** 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.
- **13.** 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

14. 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

- 15. 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 / / 2023 Signature of Participant's Parent/Guardian (to be co-signed if Date

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

