

Program participant terms and conditions

By making a booking, or choosing to participate, in a Moreton Bay Regional Council Recreation Program activity, you acknowledge and agree to the following:

1. Definitions

In these terms and conditions, the following terms will have the corresponding meaning:

"Activity / Activities" means the activity / activities which you have booked, or have chosen to participate in, and includes both face-to-face and online videos and streaming.

"Council" means Moreton Bay Regional Council (ABN: 92 967 232 136).

"Program" means the Healthy & Active Moreton, Active Holidays programs and The Bribie Project programs administered by Council.

"Third Party / Third Parties" means a party which operates or controls an Activity, or part of an Activity, that is not Council.

"You / Your" means the person making the booking and on behalf of other adult/s, and/or child/children (under 18) participating in the activity/activities.

2. Assumption of Risk

1. You acknowledge that the Activity is dangerous and may result in your injury or death or damage to or loss of your personal property.
2. You fully and willingly accept and assume all risks that may arise out of or result from your participation in the Activity.

3. Medical Advice

1. Before undertaking an Activity, You must seek independent medical advice to determine whether you have any health related issues which might cause you to not undertake that Activity.
2. You accept that Council is not able to provide you with the advice referred to in clause 3.1 and that Council will assume that you have received and acted upon the advice referred to in clause 3.1 before agreeing to these terms and conditions.

4. Third Party Providers

1. You acknowledge that some Activities are operated and controlled by Third Parties.
2. You acknowledge that Council or Third Parties may require you to sign an additional release on the date of the Activity, prior to undertaking the Activity.
3. You agree that you will obey and will comply with all rules and directions made or given by the Third Party Provider in connection with the booked activity. If you fail to comply with the Third Party Provider's rules and/or directions, you will not be permitted to continue the booked activity, and no refund will be given.

5. Insurance

1. You acknowledge that you have the opportunity to obtain personal accident and life insurance prior to undertaking an Activity and agreeing to these terms and conditions.

6. Payment for Damages

1. You agree to reimburse Council for the amount it would cost to replace anything belonging to Council which you damage in the course of the Activity.

7. Waiver

1. You agree to waive, to the extent permitted by law, any right to claim which You, Your insurer or any other person may have or which may arise in the future against Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers in relation to You undertaking the Activity.

8. Indemnity & Release

1. You agree to release to the full extent permitted by law and to indemnify and keep indemnified the Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for death of or injury to You or loss of or damage to Your property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with You undertaking the Activity.
2. The indemnity and release referred to in Clause 8.1 applies whether or not the injury, death, loss or damage arose as a result of anything You are authorised or obliged to do by Council or anything to which the Council has consented to or approved.

9. Jurisdiction

1. These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the state of Queensland.

10. Survival

1. Any of these terms and conditions which are capable of having effect after the completion of the Activity (including provisions relating to indemnities and waivers) must remain in full force and effect following the completion, expiration, termination or cancellation of the Activity.

11. Surrender of Substantial Rights

1. YOU ACKNOWLEDGE THAT YOU WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND THAT THE PURPOSE OF THESE TERMS AND CONDITIONS IS TO EXCLUDE TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL LIABILITY OF COUNCIL FOR YOUR DEATH OR INJURY AND FOR LOSS OF OR DAMAGE CAUSED TO YOUR PERSONAL PROPERTY and You agree that these terms and conditions must be interpreted to achieve that purpose and in any dispute, must be interpreted against You in favour of Council.
2. You acknowledge that you have the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.

12. Photography Consent

1. You give consent to Council to make and/or retain an image or images of you, your child or an individual for whom you have authorised

decisions making responsibility and you authorise the use or reproduction of such images for the purposes of publishing materials related to the activities, programs and services of the Council without acknowledgment and without being entitled to remuneration or compensation.

13. Reading Down

1. To the extent that any of these terms and conditions is held to be illegal, invalid or unenforceable, it must be read down to the extent that all other terms and conditions remain enforceable at law.

Photography Permission Terms and Conditions

I consent to interview(s), photography, videotaping and its/their release, publication, exhibition, or reproduction to be used for public relations, news articles or telecasts, education, advertising, research, inclusion on the Moreton Bay Regional Council website (in accordance with the terms and conditions of that website), fundraising, or any other purpose by Moreton Bay Regional Council and/or its affiliates. I release Moreton Bay Regional Council, their officers and employees, and each and all persons involved from any liability connected with the taking, recording, or publication of said interviews, photographs, slides, computer images, videotapes, or sound recordings.

I waive all rights I may have to any claims for payment or royalties in connection with any exhibition, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, or other publication irrespective of whether a fee for admission or film rental is charged. I also waive any right to inspect or approve any photo, video, or film taken by Moreton Bay Regional Council or the person or entity designated by it. I release and discharge Moreton Bay Regional Council and/or its affiliate(s) from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing toward the completion of the finished product. All negatives and positives, whether prints, video, film, or sound recording are the property of Moreton Bay Regional Council or the person or entity designated by it, solely and completely.

I declare that I am eighteen (18) years old or older and am legally competent to execute this release or that I have acquired the consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily submitted this document.

I have fully informed myself of this consent, waiver of liability, and release before submitting it.

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