

# Terms, Conditions and Waiver(s) Document (Warning: This is a legal Document that Affects Your Rights) Nature Play Queensland is a program of Queensland Outdoor Recreation Federation Inc. (QORF)



**By clicking the 'I agree to the terms, conditions and waiver(s)' making this booking, you agree to the following statement:**

I acknowledge, understand, accept and agree

1. all people (children and adults) who participate (referred to as '*participants*' from hereon) in the Loose Parts Play event at Bororen State School (referred to as '*the event*' from hereon) do so of their own free will and must be registered by their legal guardian / parent / carer for one of the sessions of *the event*.
2. *participants* in *the event* may get wet, muddy and dirty and may be exposed to natural, creative, artistic and construction-based resources, including lengths of timber, hay bales, tyres, crates, barrels, tools, ropes, buckets, and many natural resources such as pinecones, seeds, sticks, rocks, water, sand and dirt.
3. *participants* who do not want to get wet, muddy and dirty, or be exposed to the type of resources mentioned under point 2, should not participate in *the event*, and clothes and belongings that should not get dirty or be at the risk of getting lost, should not be brought to *the event*.
4. there are risks of injury, disability and death associated with participating in *the event*, in addition to significant benefits that *the event* may provide; accordingly, I (with the necessary authority) release all persons or organisations associated directly or indirectly with the conduct of *the event* from all claims, demands and proceedings arising out of the participation of the *participants* I have registered for the event and hereby indemnify these persons and organisations against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with the participation of the *participants* I have purchased tickets for in *the event*.
5. this release (as in point 4) shall extend to and include the Queensland Outdoor Recreation Federation inc, Nature Play Queensland, Royal Queensland Bush Children's Health Scheme, Wearthly Pty Ltd, Bororen State School, their respective committee members, partners, managers, officers, agents, contractors, employees and volunteers, including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of the land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever.
6. this release and indemnity (point 4 and 5) continue forever and binds the *participants* I have registered for the event, their heirs, executors, personal representatives and assigns.
7. safety precautions undertaken by *the organisers* are a service to me and other *participants* but are not a guarantee of safety.
8. *the organisers* may not offer a refund for tickets to *the event*, if I can no longer attend *the event* for any reason.
9. *the organiser* of *the event* has the right to cancel, postpone or cease any or all sessions of this event and, if that relates to the session I have made (a) reservation(s) for, *the organiser* may offer me a transfer to an alternative session (subject to availability).
10. my email address and / or phone number will be used to communicate information regarding the event and that my email address is added to Nature Play Queensland's e-newsletter subscribers list. I can opt out of this free subscription via the link provided in this newsletter.
11. that I grant the right regarding (or have the consent and authority to do so) all *participants* I have purchased tickets for, to be photographed, filmed and / or interviewed on behalf of, or with the explicit consent from, *the organiser* and that this resulting *footage* may be reproduced and / or used by *the organiser* or authorised third parties, including media outlet(s) for, for example, reporting, promotional and advertising purposes. This (also) means that the *footage* may be
  - a. Used in (with *the organiser's* consent) - including, but not limited to - printed and electronic form in different forms of publication including printed materials, websites, social media, digital (including live) streaming, television, radio, websites, social media etc.
  - b. Retained and stored in hard copy or digitally.
12. that the rights granted to *the organiser* under 11, 11a and 11b are perpetual and that I will not receive any payment, royalty or other consideration (whether monetary or otherwise) from *the organiser* for the making, use or storage of this *footage*;
13. *the footage* of all *participants*, expressly or by implication, at the time of production and publication,
  - a. to the best of *the organiser's* knowledge, is true and correct, is made in good faith and
  - b. is not intended to defame, offend or bring any of *the participants* into disrepute.
14. *the organiser* is the owner of the copyright in the *footage*;

I declare that

15. I am the 18+ years of age and have the appropriate authorisation (legal guardian / parent / carer) to agree with this terms conditions and waiver(s) document, for the *participant(s)* who I have made (a) reservation (s) to *the event*.