

# 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 Mud World Samford event (referred to as '*the event*' from hereon) do so of their own free will and must have a valid ticket to *the event*.
2. Minors (<18 years old) have to be supervised at *the event* by adults, who are 18 years of age or older, who are authorised to do so and responsible for *participants* under their supervision at *the event* (referred to as *supervising adults* from hereon) and who understand that *participants* need to abide by all event rules and directions issued by *the organisers* and their staff, agents and volunteers. *Supervising Adults* are also to ensure that any injuries that *participants* may have (including sores and exzema) are protected from contact with mud, water and objects at *the event*. This may for example mean that broken skin and infected skin are covered with appropriate medical adhesives.
3. *participants* in *the event* may get wet, muddy and dirty.
4. *supervising adults* are responsible for the state of the clothes, which may get dirty (some may never get clean again) and / or may get lost.
5. *participants* who do not want to get wet, muddy and dirty 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*.
6. *supervising adults* are responsible for the security of all personal belongings taken to *the event*.
7. 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 purchased tickets for 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*.
8. this release (as in point 7) shall extend to and include the Queensland Outdoor Recreation Federation, Nature Play Queensland, Scouts Australia (Queensland), the Moreton Bay Regional Council, 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.
9. this release and indemnity (point 7 and 8) continue forever and binds the *participants* I have purchased tickets for, their heirs, executors, personal representatives and assigns.
10. safety precautions undertaken by *the organisers* are a service to me and other *participants* but are not a guarantee of safety.
11. goggles issued by QORF / Nature Play Queensland (referred to as *the organiser* from hereon) at *the event* are to be worn by all participants at all times to avoid eye injuries.
12. *the organisers* may not offer a refund for tickets to *the event*, if I can no longer attend *the event* for any reason.
13. *the event* is an all-weather event. Refunds or transfers will not be offered in the case of 'bad' weather, unless *the organisers* have cancelled or postponed (the session to) *the event*.
14. that I am allowed to transfer purchased tickets to other people, who will then become *participants*, provided that they agree to the terms, conditions and waiver(s) in this document. Email [events@natureplayqld.org.au](mailto:events@natureplayqld.org.au) for transfers.
15. *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 booked tickets for, *the organiser* may offer me a transfer to an alternative session (subject to availability) and / or offer me a full refund to the value my ticket purchase, excluding any payment card fees, or a partial refund if the session is ceased.
16. 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.
17. 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.
18. that the rights granted to *the organiser* under 17, 17a and 17b 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*;
19. *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.

20. *the organiser* is the owner of the copyright in the *footage*;

I declare that

21. I am the 18+ years of age and have the appropriate authorisation (in particular from parents, legal guardians for *participants* aged younger than 18 years old) to agree with this terms conditions and waiver(s) document, for the *participants* for whom I purchase tickets to *the event*.