

## Culture College: Adult Consent, Release and Indemnity Form

### Section 1 - Consent

I, \_\_\_\_\_ (Full Given Name) consent to my participation in the Culture College Program ("**Program**") operated by Culture College Limited (ACN 605 404 895) ("**Foundation**"), the details of which are specified in the Section 6 of this Form, including all activities, events and exercises forming part of the Program.

### Section 2 - Acknowledgments, Representations & Indemnity

By signing this form, the participant:

(a) acknowledges that:

- (i) certain elements of the Program could be **physically** and/or **emotionally** demanding or involve a risk of physical or other injury. The Foundation and/or a member of staff from school has explained to me that there are certain **inherent physical and/or emotional risks** and **dangers** that may arise during participation in the activities in which I will be engaged;
- (ii) while the Foundation and its staff will take **reasonable care** to **minimise** exposure to **known risks**, all **risks**, **hazards** and **dangers** associated with the activities cannot be foreseen or may be beyond the control of the Foundation and its instructors or staff;
- (iii) the participant will be solely responsible for any loss, liability, damage, costs or expenses ("**Loss**") incurred by the participant in connection with his or her participation in the Program; and
- (iv) the Foundation is relying upon each acknowledgement, representation and warranty given in this form, and information in the Medical Form and Asthma Management/Allergic Reaction Forms (together with this form the "**Forms**").

(b) represents and warrants that:

- (i) they have read and understood the contents of the Forms and understand the nature of the Program and risk described in Sections 2(a)(i) and 2(a)(ii);
- (ii) they have read the Equipment List and will make sure the items listed will be brought;
- (iii) they consider the Program is suitable and in their interests, having regard to their personal circumstances and medical history;
- (iv) if required (refer to the Asthma Management/Allergic Reaction Forms), they have consulted their doctor prior to participation in the Program;
- (v) the information provided to the Foundation in the Forms is true, accurate and complete in all respects; and
- (vi) the participant will fully comply with the Foundation's safety standards and procedures as instructed by the Foundation staff, associates, operators and agents for each activity in which they participate. Failure to abide by these guidelines could compromise the safety and wellbeing of the participant as well as other participants and staff.

(c) agrees that the participant shall only participate in the Program if they have first obtained or has the benefit of medical, travel and other relevant insurance to insure them against personal injury or Loss they may incur whilst participating in the Program;

(d) agrees that if the participant suffers illness or injury during the course of the Program, the Foundation staff, operators and agents can at their cost arrange appropriate medical treatment and emergency evacuation services, as they deem essential for their safety;

(e) agrees to indemnify, to the extent permitted by law, the Foundation, its related bodies corporate or a director,

employee, contractor or agent of any one of them ("**Relevant Persons**") against any and all Loss which it may suffer or incur as a result of a claim arising, directly or indirectly from, or in connection with, their participation in the Program, whether or not as a result of the negligence of a Relevant Person(s), except for Loss arising directly from fraud or wilful misconduct of a Relevant Person; and

- (f) releases, to the extent permitted by law, the Relevant Persons from all liability for claims that arise from or relate in any way to Loss incurred that is directly or indirectly related to their participation in the Program, except claims arising directly from fraud or willful misconduct of a Relevant Person.

### Section 3 - Acknowledgements, Representations, Warranties, and Release

By signing this form, the participant:

- (a) consents to participating in the Program;
- (b) voluntarily assumes the risks of injury and Loss arising in relation to his or her participation in the Program;
- (c) gives each of the acknowledgments, representations and warranties given in paragraphs (a) and (b)(i), (v) and (vi) of Section 2 of this Form;
- (d) to the extent permitted by law, releases each Relevant Person from all liability for claims that arise from or relate to Loss incurred that is directly or indirectly related to their participation in the Program, except claims arising directly from fraud or willful misconduct of a Relevant Person.

### Section 4 - Governing Law

The participant agree that this form shall be governed in all respects by and interpreted in accordance with the laws of New South Wales, Australia.

### Section 5 – Media release

- If you do **NOT** consent to the Foundation or any other person publishing or using any photograph, video or other recording in which you can be identified while participating in the Program **please tick this box**. The Foundation engages the services of professional photographers and videographers from time to time to capture media of the Program for use by the Foundation (including, without limitation, for the purposes of marketing or advertising).

### Section 6 - Culture Program Details

<b>Program Name</b>	
<b>Venue(s)/location(s)</b>	
<b>Date &amp; Time</b>	

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_