1. **Participant Details**
2. **Personal Details:**

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Town/City:

State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postcode:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Interpreter:**

Do you require an interpreter or assistance with completing form? **Yes/No**

1. **Indigenous Heritage Status:**

Participation is inclusive to all Indigenous & non-Indigenous participation; however for reporting requirements, it would be appreciated if you select your Indigenous Heritage Status from the below:

 Aboriginal

 Torres Strait Islander

 Non-Indigenous

1. **Activity Details**
2. Activity Name:
3. Activity Location:
4. Activity Date(s):
5. **IN CASE OF EMERGENCY PLEASE NOTIFY:**

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please make a note of any physical, medical or intellectual impairment that may affect your participation in the fun run (e.g. dietary requirements/allergies, asthma, recent sprains/breaks, long term injuries etc.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Terms and Conditions**
2. **Interpretation**

A Reference in these terms to “We” or “Us” means Torres Shire Council (Council) including its officers, authorised agents or representatives. A reference to “You” or “Participant” means the Participant identified in Part A of this General Consent Form.

Words used in this Agreement, regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural and any other gender, masculine, feminine or neuter as the context indicates is appropriate.

“***Activity***” means the activity program or event listed in “Part B” of this General Consent Form.

“***Parent or Guardian***” means the person who may lawfully provide consent on behalf of a participant who is a minor.

1. **Assumption of Risk**

By participating in the Activity you acknowledge and agree that your participation in the Activity is at your own risk. The participant warrants that he or she has no medical condition(s) which may impact on their ability to safely participate in the activity and/or have consulted a medical professional for independent advice regarding their ability to safely participate.

1. **Consent to Medical Treatment**

You understand that safety precautions undertaken as part of the Activity are not a guarantee of Participant safety. In the event of illness or injuries suffered by you during the event, you consent to receive medical treatment as the Council considers reasonably appropriate.

1. **Warranty Disclaimer**

You acknowledge and agree that the information provided in this General Consent form, provides a general information only about the risks associated with the Activities. Council makes no representation or warranty of any kind regarding the content, accuracy or reliability of the information provided. To the extent authorised by law, Council expressly disclaims all warranties and conditions, including implied warranties.

1. **Limitation of liability**

Council will not be responsible or liable for any injury, loss, claim, damage, liability (including third parties directly or indirectly) or any special, exemplary, punitive, indirect, incidental to or consequential damages of any kind.

To avoid doubt, these Terms and Conditions do not exclude:

1. warranties or conditions which Council cannot, by law, exclude; or
2. liability which any law requires Council to accept.
3. **Indemnity**

You will defend and indemnify Council and each of its officers, directors, employees and agents from and against any injury, loss, claim, damage, liability or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings and related costs and expenses and legal and accounting fees), whether based in contract, tort, strict liability or otherwise, brought by you or on your behalf or by third-parties as a result of your:

1. breach of these Terms and Conditions or the documents made part of these Terms and Conditions by reference (if any); or
2. violation of any law or the rights of a third-party.
3. **Privacy statement**

Torres Shire Council is collecting your personal information for purposes of administering the Activity. By signing this General Consent Form you acknowledge and agree to your personal information being used for purposes reasonably necessary for the administration of the Activity. Your personal information will be used and stored in accordance with the Information *Privacy Act 2009* and the Information Privacy Principles*.*

1. **Media Use**

Where a Media Use Consent Agreement has been completed, you consent to Council using personal information including but not limited to your name, images, audio, audio-visual and likeness, before, during or after the event for event promotional broadcasting or reporting purposes in any media unless you have expressly advised otherwise.

1. **Participant CONSENT AND ACCEPTANCE OF TERMS AND CONDITIONS**

I have read and understood the Terms and Conditions set out in Part D:

Name of Participant:

Signed:

 Participant or Parent/Guadian (if participant is under 18)

Dated: