

PERTH FESTIVAL

PARTICIPANT DECLARATION AND RELEASE FORM

By registering to participate in this program I hereby:

1. declare I am medically, physically and mentally fit and able to participate in the particular program in which I am participating and will immediately notify the organiser's representative of any change in my fitness or ability. Perth Festival encourages the inclusion of participants with a disability and will support access requirements notified to Perth Festival;
2. acknowledge there may be inherent risks associated with participating in the program and voluntarily agree to assume and accept all of the risks arising out of, associated with, or related to participating in the program;
3. agree to be solely responsible for any injury, loss or damage which I might sustain in participating in the program;
4. to the full extent permitted by law, hereby release, forever discharge and agree to indemnify and hold harmless the organisers, sponsors and/or their officers, employees, agents and representatives from and against any and all:
 - a. liability for personal injury, loss or damage, to myself and/or third parties, however caused, arising from my participation in the program and all related activities; and
 - b. claims, demands, actions and costs which are in any way connected with my participation in the program (including without limitation use of equipment or facilities);
5. consent to receive, and authorise the organisers to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness during the program; and agree to indemnify the organisers for all costs and expenses associated therewith;
6. acknowledge the program may be photographed or filmed and agree to allow my photo, video, audio or film likeness to be used by the organisers, sponsors and assigns for the purposes of promoting the event, the Perth Festival and any future Festival programs and the arts in Western Australia or worldwide and acknowledge Perth Festival accepts no responsibility whatsoever for the use of the photographs and/or video recordings and/or audio recordings by any third parties but Perth Festival will make reasonable endeavours to ensure they are used for the purposes listed above;
7. acknowledge Perth Festival is unable to offer any compensation, royalty or fee for its, or a third party's, use of my photographs and/or video recordings and/or audio recording and I release and agree not to seek acknowledgement or payment from Perth Festival or the University of Western Australia for such use;
8. agree:
 - (a) I am 18 years or older; OR
 - (b) I am the parent or guardian of the participant who is under 18 years of age and if so, the above release and indemnity is made by me as the parent or guardian of that participant and accordingly I agree to be responsible for the participant's behaviour and accept the conditions set out in this declaration including the provision by me of a release and indemnity in the terms set out above. I acknowledge that Perth Festival may require an adult (18 years and older) to accompany a participant under the age of 16 during the program; and
9. declare I read, fully understood and agree to the above declarations and terms, including the release and indemnity.