**CAMP TERMS, CONDITIONS, RELEASE & WAIVER OF LIABILITY**

**These terms, conditions, releases and waivers must be agreed to by the parent/legal guardian of the Participant if the Participant is under 18 years of age. Please read carefully. This is a legal document.**

By clicking “I agree” You confirm that You agree to participate in [name of the Event] (the 'Event') and understand, agree to and accept all terms, conditions, releases and waivers of liability contained here.

1. GENERAL
	1. You warrant that you are over the age of 18, are legally entitled to accept these terms and conditions, and create legally binding obligations for any liability You may incur.
	2. You declare that You are medically and physically fit and able to participate in the Event and understand that [name of Club] (the ‘Club’ as represented by its Executive) will rely upon this declaration as evidence of Your y fitness and ability to participate, and it is Your responsibility to update the Club should there be any change in my fitness or ability to participate;
	3. Participation in the Event is Your choice, and You expressly assume any and all risks (whether inherent or not, and whether listed or not) associated with the Event activities. The Club will not be held responsible for any property loss, personal physical or mental injury, or death caused by or during my participation in the Event, and You will defend and indemnify the Club from all claims incurred of any kind whatsoever arising out of Your participation.
	4. The Club shall not be responsible for or deemed to be in default by reason of delays in or failure to provide the Event due to causes beyond its reasonable control e.g. strikes, riots, fires, floods, explosions, natural disasters, serious accidents, acts of government, acts of God or the public enemy, failure of transportation, epidemics, or quarantine restrictions.
	5. The Club may engage third party service providers to deliver the Event, including venues, ground transport operators, accommodation providers, caterers, activity organisers, and other goods and services connected with the Event. You understand that the Club does not own, operate or control any of these service providers, accepts no liability for the provision of such services, and makes no warranty as to their quality and standard.
	6. Any information provided by the Club about the Event is given in good faith and is based on information available at the time. Where information is provided by a third party, the Club makes no warranties as to its accuracy.
	7. You have a duty to exercise good judgment and act in a responsible manner while attending the Event. You are expected to follow all rules and regulations, safety instructions and reasonable directions given by Club, its representatives and any third-party service providers which may be involved in delivering the Event.
	8. The Event may visit public venues under conditions beyond the Club’s control, and some activities may take place at remote locations without immediate medical assistance available, or where communication, transportation or evacuation may be subject to delay.
	9. The Club accepts no liability for the provision of third party services, and makes no warranty as to their quality and standard.

1. PAYMENTS, CANCELLATIONS & REFUNDS
	1. Once accepted into the Event, You are required to pay the Club a fee to participate to cover costs that the Club may incur on your behalf. The payment of fees or part thereof (including deposit) is confirmation of Your intention to participate in the Event.
	2. You understand and agree that should You need to cancel Your participation (or should Your placement be terminated in accordance with these terms and conditions), no refund will be given where any part of Your payment has been used to make non-refundable reservations.
	3. If You wish to cancel Your placement in the Event, You must inform the Club in writing as soon as possible.
	4. You acknowledge that the Event is subject to a range of circumstances and conditions that may not meet Your expectations and that the Club cannot reasonably control. Accordingly, the Club is under no obligation to refund any part of the costs paid by You if You are not satisfied with any aspect of the Event irrespective of the reason.

1. PARTICIPANT OBLIGATIONS
	1. Final acceptance into the Event is contingent on the Club receiving all necessary payments and approving any required Participant forms or documents.
	2. All required Participant forms must be completed in full and returned to the Club no later than the date advised by the Club. Should this condition not be met, the Club reserves the right to cancel Your place in the Event. Any money paid by You will only be refunded as per Clause 2(b).
	3. You are required to attend mandatory induction/training sessions, if so directed by the Club. These sessions contain vital information about the Event and is Your opportunity to ask questions. Failure to attend may result in Your removal from the Event.
	4. You warrant that all information which You have provided to the Club is true and You agree to hold the Club free from all liability for any consequences caused by misleading or wrong information.
	5. You must inform the Club of any medication requirements, allergies and any other physical or mental condition or limitation that might disable or make You unfit or unable to perform or safely complete the Event. The Club reserves the right to exclude or remove You from the Event should the Club become aware of any relevant non-disclosure.
	6. You have a duty to exercise good judgment and act in a responsible manner while attending the Event. You are expected to follow all rules and regulations, safety instructions and reasonable directions given by Club, its representatives and any third-party service providers which may be involved in delivering the Event to ensure the safety of You and other participants.
	7. You authorise the Club to contact your provided emergency contact in case of an emergency.
	8. It is Your responsibility to take out an appropriate level of travel insurance cover to protect against any additional loss or damage that may not be covered under the Club’s insurance. Participants who elect not to arrange additional insurance cover, do so at their own risk.

1. ASSUMPTION OF RISK AND WAIVER OF LIABILITY
	1. Participation in the Event is voluntary, and You expressly assume any and all risks (whether inherent or not, and whether listed or not) associated with the Event activities which may lead to loss, injury, disability or death.
	2. You are solely responsible for my personal belongings and equipment during the Event, and the Club cannot be held liable for any loss or damage of Your personal belongings.
	3. You understand that The Event is a recreational activity that may be hazardous or dangerous and there is an inherent and significant risk of injury, disability or death as a result of such activity, including but not limited to: sickness, allergic reaction, inadequate supervision, unaccustomed physical exertion, changes in weather conditions, slipping, falling, poor skill level or horseplay, unsportsmanlike conduct, failure in equipment and facilities, collisions with natural and man-made objects, variations in terrain, travel along public roads, inadequate supervision, failure in vehicles, equipment and facilities, risks associated with the actions of other individuals’ behaviour, the actions of other individuals and wildlife, and other events outside the Club’s control.
	4. The Event involves transportation by various methods, including (but not limited to) car, coach, bus, and train. You agree you will not hold the Club liable for any accidents, injuries, damage or fatalities which may occur in transit to, from and during the Event.
	5. You, your heirs, executors, administrators, successors, and/or assigns agree to:
		1. Release the Club, its agents and employees from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, with respect to any bodily injury, personal injury, illness, death, financial loss, or property damage resulting from Your participation in the Event.
		2. Defend, indemnify and keep indemnified the Club and its representatives from any and all liabilities incurred in respect of any claim or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage caused or contributed to by You.

1. TERMINATION BY THE CLUB.
	1. Please note that the Club reserves the right to decline to accept any person as a Participant, or to require a Participant to withdraw at any time, when such action is determined by the appropriate Club representative to be in the best interests of the health, safety, and general welfare of the Event or the Participant.
	2. Gross misconduct, use of drugs, failure to disclose a serious health concern and/or dangerous or offensive behaviour may result in immediate removal from the Event at Your own cost and with no right of refund or appeal.
	3. You will be required to replace any property that is lost or damaged through Your careless or otherwise negligent behaviour.

1. PHOTOGRAPHIC RELEASE
	1. By participating in this Event, You agree to being filmed or photographed which may be used for marketing or promotional purposes.
	2. The Club reserves the right to use Your likeness in any photographs, video or audio recordings provided to the Club or taken by the Club, during or after the Event, for any legitimate purpose without further approval from You.
	3. You agree to release the Club from any and all claims and demands arising out of or in connection with the use of your likeness, including but not limited to, claims for invasion of privacy, defamation, or financial compensation.
	4. The Club will not identify You by name unless specifically authorised to do so.

1. OTHER
	1. This agreement (which includes the Assumption of Risk & Waiver of Liability) is intended to be as broad and inclusive as permitted by the laws of New South Wales, Australia, and shall be governed by and interpreted in accordance with the laws of the State of New South Wales. In the event that any clause or provision of this agreement be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.