

CONSENT AND INDEMNITY

In participating in the GRC Virtual Choir ("the Virtual Choir"), I _____ as Parent/Guardian of the Participant, _____:

1. WARRANT AND REPRESENT TO GRC THAT:

1.1 I am the Parent/Guardian of the Participant and I have the authority to enter into this Consent, Waiver and Indemnity on behalf of the Participant.

2. CONSENT TO THE COLLECTION AND RELEASE OF THE PARTICIPANT'S PERSONAL INFORMATION

2.1 On behalf of the Participant, I:

- (a) Acknowledge that GRC is collecting the Participant's personal information, namely a video and audio recording, for the purposes of producing the Virtual Choir production.
- (b) Give GRC, its employees and those acting with its authorisation, the right and permission to take and/or use photographs, audio and video footage and to use and/or publish photographs and/or footage of Participant within GRC's publications and promotional and marketing material, including on and in videos, catalogues, magazines, newspaper articles, brochures, social media and GRC's website ("Promotional Material").
- (c) Acknowledge that the video and audio recording may be:
 - (i) Shared by the Copyright Owner of the Virtual Choir Song, Blahzay Creative Inc; and
 - (ii) Published to sites that will be available outside of Australia and may not be subject to the protection afforded by Australian privacy laws.
- (d) Waive any right to inspect, review or approve the finished videos, photographs, advertising copy, or printed matter prior to them being reproduced or to approve the eventual promotional use they might be applied.
- (e) Agree that neither the Participant or I will make any claim against GRC for any payment or fee for video or audio recordings of the Participant appearing in the Promotional Material

3. AGREE TO PROVIDE A COPYRIGHT LICENCE:

3.1 On behalf of the Participant, I grant GRC a royalty-free, irrevocable, unconditional and exclusive licence under the *Copyright Act 1968* (Cth) to use any recording or video submitted within the Virtual Choir production and Promotional Material.

4. RELEASE AND INDEMNITY

- 4.1 I acknowledge that the Participant participates in the Virtual Choir at his/her own risk.
- 4.2 On behalf of the Participant, I release GRC and indemnify GRC against all claims for damages, loss, injury or death arising directly or indirectly from the Participant's participation in the Virtual Choir however caused.
- 4.3 I also release GRC and indemnify GRC against all claims for damages, loss, injury or death arising directly or indirectly from the Participant's participation in the Virtual Choir however caused.

5. Definitions:

"the Virtual Choir" means all activities associated with the recording of the Virtual Choir song and related production;

“GRC” means Gladstone Regional Council, its successors and assigns, elected Councillors, officers, managers, employees, contractors and subcontractors; and

“Participant” means your child who is registering to participate in the Activity.

☐ **I confirm I have read and agree to be bound by all of the above conditions**

DRAFT