



# Indemnity & Liability Exclusion Form

Before your child/student attends one of the Murrup Barak Camps 2017 at least one parent or guardian must read and agree to the following terms and conditions.

In these terms and conditions:

**The Accommodation Provider:** refers to either on campus residential colleges or nearby accommodation where students will be staying with supervision.

**Student/Child:** the child who is attending either of the Murrup Barak Camps with your permission.

The **University:** refers to the University of Melbourne.

**Us/We:** the staff supervising the students involved in the Murrup Barak Experience Camp

**You:** the parent(s) or guardian(s) of the student participating in the Murrup Barak Experience Camp.

## Exclusion of Liability - Risk

You acknowledge and agree that the Murrup Barak Camp is a voluntary activity and that all aspects that the student participates in, including the activities (whether on campus or off, scheduled or otherwise) and any associated travel are solely at your own risk. This includes all risks of illness, personal injury, loss of property or financial loss but is not limited to those losses.

## Indemnities

You indemnify and keep indemnified the University and the Accommodation Provider, their employees and agents from all claims which may be brought against them arising from:

- (a) any act or omission by the student;
- (b) any damage or loss to any property caused by the student;
- (c) any injury to any person or the death of any person caused or contributed to by any act or omission by the student; and
- (d) any claim made against the University, the Accommodation Provider or their employees or agents relating to the student or the student's property.



**Authority to obtain medical assistance**

You authorise the University, the Accommodation Provider and their employees and agents to provide first aid to your child, and you acknowledge that the provision of first aid is not an obligation. In addition, you authorise the University, the Accommodation Provider and their employees and agents to obtain any medical treatment for the student they deem at their discretion appropriate and you agree to cover the costs of such medical treatment (if applicable).

You must ensure that your child's health is suitable for participating in the Murrup Barak Camp and where you advised us of your child's health or medical conditions as part of the application process, you acknowledge and agree that that information will be used so that we may be best informed to assist your child should a health or medical situation arise (for example food allergies or pre-existing medical conditions such as diabetes). While we will use this information to try and provide your child with appropriate assistance, you acknowledge that the University, the Accommodation Provider, their employees and agents do not accept any responsibility for the treatment or management of your child's health or medical issues.

***Please note your child must self-manage any existing health or medical conditions.***

I/We have read and understood and agreed to the terms and conditions above as they apply to my child .....

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**Parent/Guardian Contact Name:**

**Contact Number:**

**Address:**

**Email:**

**Signature:**



## Audio/Video/Photograph and Personal Information Consent Deed

### Student Details:

<b>Name</b>		<b>You or Your</b>
<b>Address</b>		
<b>Email</b>		
<b>Phone</b>		
<b>Event details</b> <i>(Please write camp name)</i>		

### You agree that:

- (a) The University may:
- (i) make audio or video recordings of Your image or voice;
  - (ii) take a photograph of You; and
  - (iii) make any digital record of Your image or voice relating to any material which you expressly or impliedly provide to the University, including Your profile (**Recordings**).
- (b) Such Recordings may include your **Personal Information** (defined as information or opinion in a recorded form, whether true or not, about You, where Your identity is apparent or can reasonably be ascertained).
- (c) The University may use Your name or any other Personal Information about You in relation to the Recordings.
- (d) The University may make a transcript of the Recordings (**Transcript**).
- (e) The University may in its discretion use, copy, publish, make available, distribute, transmit, perform, display, edit or modify (**Utilise**) the Recordings anywhere in the world, but only with Your written permission and for the purposes of public relations, promotion, advertising and other media activities in order to promote the programs and activities of the University and the Murrup Barak Institute (**Permitted Purposes**).
- (f) Where the Recordings are Utilised for publication on the internet and on social media sites, that this will constitute publication to the world at large and the University will cease to have control over the subsequent use and disclosure of Your Personal Information contained in those Recordings.
- (g) If the Recordings or Transcript are edited or modified by the University, the University must ensure that the editing or modification:
- (i) does not injure Your reputation or good standing;
  - (ii) is not derogatory or prejudicial to You; and
  - (iii) does not infringe Your moral rights.
- (h) If you are giving a performance, presentation, production, appearance, talk, speech, lecture, interview, discussion, demonstration or debate (**Performance**) in the Recordings and that Performance incorporates any Intellectual Property Rights (defined as all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including but not limited to copyright, registered and unregistered trademarks, designs, patents, domain names, trade names or business names), then You grant the University a sub-licensable licence for those Intellectual Property Rights to be incorporated into the Recordings or Transcript, and for the Recordings or Transcript to be Utilised as permitted by this Deed.
- (i) You are not entitled to any royalties, fees or other compensation in return for any Utilisation of the Recordings, or the use of Your Personal Information permitted by this Deed.
- (j) The University has existing agreements with third parties for the distribution of content such as the Recordings. One of the University's agreements is with Apple Pty Ltd (**Apple**) for the distribution of certain content via iTunes and iTunes U. You agree that third parties, such as Apple, may Utilise the Recordings for the Purposes. The University may enter into other agreements with third parties for the distribution of content such as Recordings with Your written permission in all cases. You agree that other third parties may Utilise the Recordings for the Permitted Purposes.
- (k) You warrant that:
- (i) You have all the rights necessary to make the Performance to the public and to permit the Recordings to be made of that Performance and Utilised in accordance with this Deed;
  - (ii) No third party's Intellectual Property Rights will be infringed by any Utilization of the Recordings permitted by this Deed;
  - (iii) Your Performance will not contain any material that is untrue, defamatory of any person, misleading or deceptive nor will it constitute an invasion of privacy or amount to the violation of any right of publicity or other rights of any third party; and
  - (iv) By giving the Performance You will not breach any obligation of confidentiality to any third party.



If you agree to the above Terms please insert your contact details below and sign where indicated.

**Executed as a Deed:**

**Please sign below if You are *over the age of 18*:**

Signed, sealed and delivered by You in the presence of:	..... Your Signature
..... Witness signature and name	..... Date

**Please arrange for Your parent or guardian to sign the below if You are *under the age of 18*:**

Signed, sealed and delivered by Your parent/guardian in the presence of:	..... Your parent/guardian Signature
..... Witness signature and name	..... Name of Your parent/guardian

The University has a Privacy Officer who can be contacted by email at [privacy-officer@unimelb.edu.au](mailto:privacy-officer@unimelb.edu.au) in relation to any query connected with how the University deals with personal information. You are entitled to access all personal information held by the University under freedom of information laws as explained on the Privacy Officer's website at <http://www.unimelb.edu.au/unisec/privacy>