



Indemnity Form - Release & Disclaimer

To: NSW Board of Jewish Education

We, the undersigned Parents/Guardians of the Participant in Weekend Escape 2018:

1. **Permit** the Participant to participate in all activities run by the NSW Board of Jewish Education (hereafter called '**the Board**'), whether organised or run by the Board on its own or in association with any other legal entity. This permission extends, but is not limited to, meetings, camps, seminars, training sessions, functions, parties, social, cultural or educational events, excursions and outdoor, adventure or sporting events (hereafter referred to as '**activities**');
2. **Acknowledge** the existence of inherent risks in the activities and confirm that we are voluntarily taking on and assuming those risks;
3. **Release and forever discharge**, to the extent permitted by law, the Board and its officers, directors, members, volunteers, employees, representatives, agents (each a '**released party**') from any and all causes of action, suits, proceedings, claims, demands and liabilities in any way directly or indirectly arising out of or in connection with the Participant's participation in or expulsion from the activities (including those arising out of death, injury, loss of or damage to property or involving financial or any consequential loss), whether or not arising out of or by reason of the negligence, action or inaction or otherwise of any released party ('**claims**'), together with any costs, fees and expenses (including legal fees) that may be incurred as a result of any such claim;
4. **Agree** to abide by all the rules, regulations and instructions given by or on behalf of the Board from time to time governing the activities ('**rules**');
5. **Indemnify** each released party from and against any claim or claims suffered or incurred or brought or made against the released party by the Participant or by any other person as a result of the Participant's action and/or failure to comply with the rules, together with any costs, fees and expenses (including legal fees on an indemnity basis) that may be incurred as a result of any such claim.
6. **Agree** that if the Participant breaches or does not abide by any of the rules, the Participant may be asked to leave the relevant activity, which they will immediately do, and we agree to reimburse and indemnify the Board and each released party for all loss and damage arising from any such breach or failure to abide by the rules;
7. **Acknowledge** that we voluntarily entered into this Release and Disclaimer and have read and understood all of its terms and agree to be bound by all such terms; and
8. **Agree** that this Release and Disclaimer will be binding on us and our executors, administrators, heirs, next of kin, successors and assigns.

This Release & Disclaimer is provided for the benefit of each Released Party and an indemnity provided for the benefit of the Board and each Released Party.

To the extent that this Release and Disclaimer applies to New South Wales law, the following warning must be provided:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the services it supplies to you:

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under the Australian Consumer Law, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change(s) to your rights, as set out in this form, **do(es) not apply** if your death or injury is due to gross negligence on the supplier’s part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, whether consciously or unconsciously, to the consequences of the act or omission.

By completing the details and signing below I agree to the terms and conditions listed above and on the previous page.

Participant:(print name)

Parent/Guardian: (print name)

Signature of Parent/Guardian: Date:/...../.....

Parent/Guardian: (print name)

Signature of Parent/Guardian: Date:/...../.....



WEEKEND ESCAPE CAMP

9-12 AUGUST 2018

CODE OF CONDUCT

This Code of Conduct has been developed to help ensure a successful Camp which runs smoothly.

1. Mobile Phones

During designated Camp activities and Shabbat, use of mobile phones is not permitted.

2. Punctuality

Participants are expected to arrive on time for all the following:

- all Camp activities;
- at the designated meeting place at the beginning of the Camp; AND
- at the designated meeting place for departure from the Camp.

3. Curfew

All Participants are expected to observe evening curfew times. These times will be set by the BJE staff. Breaching curfew may result in appropriate disciplinary action being taken.

4. Participation

During the entire Camp, Participants are obliged to remain in their group and participate in all group activities unless written permission to the contrary is obtained from the group leader **prior** to the commencement of the relevant session of the Camp. **ALL ACTIVITIES ARE COMPULSORY.**

5. Anti-Social or Unacceptable Behaviour

All Participants must follow the rules of the Camp at all times in a manner that reflects positively upon them. Repeated behavioural problems or anti-social behaviour **will** result in expulsion from the Camp. Anti-social and unacceptable behaviour includes, **but is not limited to**, the following:

- Verbal, physical or sexual bullying of others;
- Ridiculing others for their opinions, personal taste or style;
- Sexual harassment however overt or subtle;
- Rudeness or cruelty to others which displays a basic lack of concern or respect for other people;
- Racist, sexist or homophobic behaviour, however overt or subtle, whether directed towards group members or made generally;
- Endangering the health, safety or security of anyone, whether themselves or someone else, through their actions or through their failure to act in a responsible and appropriate way, according to particular circumstances at the time;
- Involvement in acts of violence or vandalism, whether against people, animals or property;
- Disruption of Camp sessions;
- Being rude or disrespectful to group leaders or fellow Participants;
- Stealing or taking items not belonging to the individual involved.

Weekend Escape 2018 Code of Conduct

This list is not exhaustive. BJE reserves the right to deal as it sees fit with any behaviour it deems to be anti-social, detrimental to the group or detrimental to the Camp.

6 Cigarettes

Smoking is not permitted at or during the BJE Camp. Participants found in possession of cigarettes will be expelled from the Camp.

7 Food

The campsite used for the Camp is strictly kosher. No food (including drink and beverages) may be brought by Participants to the campsite.

8 Alcohol

Possessing and/or consuming alcohol is not permitted during the BJE Camp. BJE reserves the right to expel any Participant who possesses alcohol, consumes alcohol, intends to possess or consume alcohol during the Camp, or has colluded in bringing alcohol into the campsite.

9 Illegal Drugs

Participants found to be using, possessing, selling, supplying or having any involvement with illegal drugs will be immediately expelled from the Camp. BJE also has a duty to report illegal drug use or possession to Australian authorities. Participants' parents/guardians and respective school principals will be informed of the reason(s) why they have been expelled from the Camp.

10 Expulsion from Camp

Any Participant who breaches this Code of Conduct may, at the absolute discretion of BJE, be expelled from the Camp. All parties (parents/guardians and school principal of the relevant Participant) will be informed of any expulsion and the reason(s) for it. BJE will be released of any responsibility or liability for a Participant immediately upon their being expelled from the Camp. Parents/Legal Guardians will be responsible for providing or arranging suitable transport home at their own expense for any Participant who is expelled.

11 Refund of Fees in event of Expulsion

No refund shall be payable by BJE in respect of any Participant who is expelled from the Camp, irrespective of at what point in time they are expelled from the Camp.

We have read the above Code of Conduct and agree to be bound by its terms.

Parent/Guardian

Name: _____ Signature: _____ Date: __ / __ / __

Student

Name: _____ Signature: _____ Date: __ / __ / __

After signing, please return this form to BJE by email at camps@bje.nsw.edu.au **OR** by fax at 02 9365 0976 **OR** by mail at PO Box 7644, Bondi Beach NSW 2026
*Failing to return this form by **2pm on 26 July 2018** will result in the Student not being allowed to attend the Camp.*



MEDIA CONSENT

Throughout the year, BJE has opportunity to celebrate student achievements and activities through publications or through reproducing students' work in publications such as the BJE magazine, the Australian Jewish News, in the media, BJE and school newsletters, and the BJE website.

Issues of Child Protection, duty of care and privacy provisions require us to obtain your written consent before a photograph or video of or an interview with a student may be published, including in school publications.

These opportunities often present at very short notice. To enable us to take advantage of such opportunities, we request that you please complete the Media Consent Form below.

MEDIA CONSENT

I/We, the person(s) whose signature appears below, hereby give my/our consent for submitted photos or videos of my child/ren and/or their work and/or myself to be used by the New South Wales Board of Jewish Education and/or any of its officers, employees, contractors or agents (collectively **BJE**) in the course of or in connection with the operations and activities of BJE. I/We confirm that I am/ we are authorised to give this permission.

I/we give my/our consent for the submitted photograph(s) or video footage to be displayed in newspapers and magazines (whether print or digital), on the BJE website, on any social media platform, and in any promotional material or brochures that BJE may use or develop. I/we also release and hold harmless BJE, its contractors, employees and any third party involved in the creation or publication of such material from liability for any claims by me/us or any third party in connection with the use of this/these photograph(s) or video(s).

I/we understand that:

- all material gathered is subject to the editorial discretion of BJE; and
- BJE may at its sole discretion and without being required to consult with me /us, elect to use or not use, all or any of the material gathered.

I/we consent to the publication of items as described above in respect of the Student(s) listed below.

Name of Student(s):

Name(s) of Parent(s)/Guardian(s): (please print)

Signature(s) of Parent/Guardian:

Date:



Packing List

Weekend Escape Camp

9-12 August 2018

Essential items to bring:

- Pyjamas
- Underwear
- Socks
- Runners
- T-shirts
- Pants/jeans
- Fitted sheet
- Pillow
- Sleeping bag
- Warm jacket/jumper
- Toiletries – toothbrush, toothpaste, towel etc
- Clothes you don't mind getting messy

For Girls:

- Shabbat clothes – including skirt for Friday night

For Boys:

- Shabbat clothes
- Kippah

Optional items

*These items are **optional** – BJE will not be held responsible for damage to any of these items if brought:*

- Camera
- Mobile phone
- Siddur
- Tefillin

Do NOT pack:

- Expensive jewellery or watches, electronic games, MP3 players (these items tend to get lost or broken)
- Food or drinks – the campsite we are using is STRICTLY KOSHER – all food & drinks will be supplied by BJE and participants should not bring any.