



26th SEPTEMBER – 29th SEPTEMBER 2023

Indemnity Form - Release & Disclaimer

To: NSW Board of Jewish Education ('BJE')

We, the undersigned Parents/Guardians of the Participant in BJE's Nesiah Pre-Israel Camp 2022:

1. **Permit** the Participant to participate in all activities run by the NSW Board of Jewish Education (hereafter called '**the Board**') in relation to its Nesiah Pre-Israel Camp 2022, whether organised or run by the Board on its own or in association with any other legal entity. This permission extends to, but is not limited to, meetings, camps, seminars, training sessions, functions, reunions, 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 described in Clause 1 above (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 participation in the activities described in Clause 1 above, 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/we agree to the terms and conditions listed above and on the previous page in relation to BJE's Nesiah Pre-Israel Camp 2022. I/we also acknowledge that these above terms and conditions form part of our contract with BJE in relation to its Nesiah Pre-Israel Camp 2022.

Parent/Guardian

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

Student

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

After signing, please return this form to BJE by uploading it to the Nesiah Pre-Israel Camp Jotform or by emailing it to hanit@bje.nsw.edu.au

*Failing to return this form by **5pm on Friday 25th August 2023** may result in the Student not being able to attend the Camp.*