

BJE Camp Participation Form: Indemnity, Release & Disclaimer

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

We, the undersigned Parents/Guardians of the Participant (insert name)_____:

1. **Permit** the Participant to participate in any and all camps run by or on behalf of the NSW Board of Jewish Education ('BJE') from time to time (each a '**Camp**'), including: (a) all travel arrangements to, during and from the Camp; and (b) all activities that occur during or otherwise in connection with the Camp, including any and all excursions and outdoor, adventure and/or sporting events, (such travel arrangements and activities referred to as the '**Activities**');
2. **Acknowledge** the existence of inherent risks in the Activities and confirm that we are voluntarily taking on and assuming those risks;
3. **Indemnify and release and forever discharge** BJE, its subsidiaries and each of their officers, directors, members, volunteers, employees, representatives and agents (each a '**BJE Party**') from and against any and all causes of action, suits, proceedings, claims, demands, losses, expenses and liabilities in any way directly or indirectly arising out of or in connection with the Participant's participation in and/or suspension or expulsion from the Camp and/or any and all Activities (including those arising out of death, injury, loss of or damage to property or involving financial or any consequential or other loss), whether or not arising out of or by reason of the negligence, action or inaction or otherwise of any BJE Party, including (as applicable) any costs, fees and expenses (including legal fees on an indemnity basis) that may be incurred as a result of any of the aforementioned;
4. **Agree** to abide by the Camp Code of Conduct (but as may be amended or replaced by BJE from time to time), and all rules, policies, regulations and instructions given by or on behalf of any BJE Party from time to time in respect of or in connection with the Camp and/or the Activities (together, referred to as the '**Rules**');
5. **Agree** that if the Participant breaches any of the Rules (including any provisions of the Camp Code of Conduct): (a) the Participant may, at the absolute discretion of BJE, be suspended from any one or more Activities, suspended from the Camp and/or be expelled from the Camp; and (b) no refund shall be payable by BJE (or any other person) in respect thereof, irrespective of at what point in time any such suspension or expulsion occurs;
6. **Confirm** that we have provided all information (including medical information) necessary for BJE to plan for the safe participation by the Participant (and other participants) in the Camp and each of the Activities (including, if relevant, details of any Activities that the Participant should not participate in or that should be modified due to medical or other reasons);
7. **Agree** that in the event of any injury or illness to the Participant, we authorise any BJE Party to apply or arrange first aid and to arrange examination by a registered medical practitioner and, if contact with us is impracticable or not possible in the circumstances, to arrange whatever medical treatment the registered medical practitioner considers necessary at that time. We will pay all medical expenses incurred on behalf of the Participant;
8. Unless we have notified BJE in writing otherwise (which may occur at anytime and include via email), **agree and consent** to names, photographs, video, audio or other recordings being taken of the Participant by or on behalf of any BJE Party for the purpose of training, promoting BJE and/or for use in publications associated with BJE (including in newsletters or other communications to the public about BJE and/or in BJE's publicly available website and social media accounts);
9. **Agree and Consent** to the collection, use and disclosure of any personal and sensitive information of the Participant by BJE and its partners or service providers for the purposes outlined in this document, and

acknowledge that any personal information or sensitive information, as those terms are defined in the Privacy Act 1988, collected by BJE will be handled in accordance with the Privacy Act 1988 as set out in our privacy policy (accessible here: <https://bjc.org.au/privacy>, but as may be amended or replaced by BJE from time to time);

10. **Agree** that the provisions of this document are intended to be for the benefit of BJE and each other BJE Party who are not parties to this document. Accordingly, this document operates as a deed poll in favour of each BJE Party, and each BJE Party is entitled to enforce the provisions of this document; and
11. **Agree** that this document is governed by and construed in accordance with the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED POLL

SIGNED by PARENT / GUARDIAN 1

on / /
(print date)
in the presence of:

.....
Signature of witness

.....
Signature of Parent / Guardian 1

.....
Name of witness (print)

.....
Name of Parent / Guardian 1 (print)

SIGNED by PARENT / GUARDIAN 2

on / /
(print date)
in the presence of:

.....
Signature of witness

.....
Signature of Parent / Guardian 2

.....
Name of witness (print)

.....
Name of Parent / Guardian 2 (print)

SIGNED by PARTICIPANT

on ____/____/____
(print date)

in the presence of:

Signature of witness

Signature of Participant

Name of witness (print)

Name of Participant