



Media Release Form



Subject Details	
Name:	
Address:	
Home No.:	
Mobile No.:	
Email:	
Is the subject under 18 years of age?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name of parents / guardians:	
Media Consent	
<p>I understand that by signing this consent form I have:</p> <ul style="list-style-type: none">Given permission for the subject's image, video or name to be used only in the promotion of Qld Oztag and/or its individual venues including (but not limited to):<ul style="list-style-type: none"><input type="radio"/> Websites<input type="radio"/> Posters<input type="radio"/> Flyers<input type="radio"/> Banners<input type="radio"/> Cinema Advertising<input type="radio"/> You Tube FootageRead and understood the Terms and Conditions contained on the back of this form.	
Signature: (parent if subject is under 18)	
Date:	

Terms and Conditions

1. Agreements and Acknowledgements

The subject (or subject's parent/guardian) agrees and acknowledges that:

- Qld Oztag may record the subjects image and voice, or photograph the subject for use in promotional material
- Qld Oztag may incorporate any recorded image or sound, or photograph made by Qld Oztag of the subject
- Qld Oztag may use the subjects name or any other personal reference in the promotional material.
- Qld Oztag may alter, adapt, utilise and exploit the recorded images and voice, or photographs in any way it sees fit.
- The subject (or subject's parent/guardian) will not have any interest in the promotional material, in the copyright or any other right in the promotional material and, to the extent permissible by law, the subject (or subject's parents) waives and/or assigns to Qld Oztag all such rights.

2. Release

The subject (or subject's parent/guardian) agrees and acknowledges that the subject participates in the promotional campaign (or any event in which promotional recording or photography was taken) at their own risk and releases Qld Oztag and its employees, Venue Coordinators or other related stakeholders from any action, proceeding, suit, claim or demand which the subject (or subject's parent/guardian) has, or may have, connected with, or incidental to:

- The subject's participation in the promotional campaign (if applicable)
- The subject's participation in any event in which promotional recording (image and voice) or photography was taken
- The provision by Qld Oztag or any other person of any goods and/or services
- Any matter or thing referred to in this release

3. Covenants and Warranties

The subject (or subject's parent/guardian) covenants and warrants to Qld Oztag that:

- They are the subject, or the parent / guardian of the subject

If the subject is a child that:

- The parent / guardian is fully authorized to enter into this agreement on his / her own behalf and for and on the behalf of the subject
- This agreement is a valid agreement and is binding upon the parent/guardian and the subject
- The subject is under the age of 18
- No other person is required to authorize or consent to the execution of this agreement on behalf of the child

4. Indemnity

In consideration of Qld Oztag considering the subject for inclusion in promotional material, the subject (or subject's parent/guardian) indemnifies and holds Qld Oztag and its employees, Venue Coordinators or other related stakeholders harmless and keeps each of them indemnified from and against any such action, proceeding, suit, claim or demand made against any of the indemnified persons arising from or in consequence of:

- The subject's participation in the promotional campaign (if applicable)
- The subject's participation in any event in which promotional recording (image and voice) or photography was taken
- Any claim by the subject (or subject's parent/guardian) or any other person against any of the released persons which relates to the release given by the subject (or subject's parent/guardian) in clause 2.
- Any breach of the covenants and warranties contained in clause 3
- Any of the covenants and warranties in clause 3 not being complete, true and correct

And from and against any direct, indirect, consequential or special damage, loss, cost or expense (including legal expenses as between solicitor and client) suffered or incurred by any of the Indemnified Persons and a consequence thereof.

5. Moral Rights

The subject (or subject's parent/guardian as the legal administrator of the child's affairs):

- Consents to any work created by the child in the course of participating in the promotional campaign (or any event in which promotional recording or photography was taken) being changed, copied, edited, added to, taken from, adapted and /pr translated, in any manner or context by Qld Oztag, and any person authorized to do so by Qld Oztag, for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the work within the meaning of the Copyrights Act, 1968
- Acknowledges that the consent in paragraph above is genuinely given and is not given because any person:
 - Applied duress to the subject (or any representative of the subject) to give that consent
 - Made a false and misleading statement to the subject (or subjects parent / guardian) in relation to the giving of that consent

6. General

- Waiver – Any Failure or delay on the part of Qld Oztag in insisting upon strict performance by the subject (or subjects parent / guardian) of any provision of this agreement will not be taken to be a waiver of such provision or of any rights of Qld Oztag and shall not be taken to be a waiver of the same provisions on any subsequent occasion.
- Assignment – Qld Oztag may assign any or all of the rights or obligations of the agreement to any other person without the subject's (or subject's parent / guardian) consent. The subject (or subject's parent / guardian) may not assign any of the rights or obligations of this agreement to any other person in any circumstance.
- Governing Law – This agreement will be governed by and construed in accordance with the laws of Queensland and the subject (or subject's parent / guardian) unreservedly submits to the jurisdiction of the Courts of that State and all Courts competent to hear appeals from those Courts
- Assigns – Any reference to any party in this agreement includes a reference to that party's successors and assigns.