Foto Frenzy
ABN 73389739003

Waiver of Liability, Assumption of Risks and Release & Indemnity Agreement

Please read the following waivers and agreements carefully and in full. They include releases of liability and waiver of legal rights, and limit your ability to sue certain parties. By purchasing a ticket to the workshop, you acknowledge that you have both read and understood all text presented to you as part of the registration process.

By signing this agreement, you agree to the workshop agreement and waiver.

This agreement releases Finslap Pty. Ltd., operating as "Foto Frenzy" and www.fotofrenzy.com.au, and/or their agents from all liability relating to injuries that may occur during your tour/ workshop/ event (the "event"). By signing this agreement, you agree to hold Foto Frenzy entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I understand fully the Inherent Risks involved in the Foto Frenzy event and I assert that I am willingly and voluntarily participating in event.

In the case of a minor, a Parent/Guardian asserts that he/she is willingly and voluntarily permitting his/her minor's participation in the event.

I, (insert name) have read the preceding

paragraphs and acknowledge that:

1) I understand the nature of the workshop/event, which is: (insert workshop/event name)

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2) I understand the demands of the activities at the event relative to my physical condition;

3) I understand the potential impact of the types of injuries that may result from my participation in the event. All potential risks have been made clear to me;

4) I undertake to make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed;

5) I hereby confirm that I knowingly assume all of the inherent risks associated with the event;

6) Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

7) I understand that Foto Frenzy recommends that I check that I have health insurance to cover any injuries I may suffer as a result of participating in the event, bearing in mind the nature of the event and its extreme sport nature.

Participant's Initial: __X_____

8) I understand that Foto Frenzy takes no responsibility for providing health insurance relating to my participation in the event and that such health insurance shall not be provided for me; and

9) I /my Parent/ Guardian hereby forever waive, release, covenant not to Claim, and discharge Foto Frenzy and/ or any of their agents (the "Released Parties") from any and all Claims arising out of my participation in the event:

A. Resulting from the Inherent Risks e.g. for personal injury (including death) including injury caused during practice runs, the event, and while at the Venue location (including, but not limited to the workshop area/ s, site locations, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or Participant's Initial:

B. Resulting from damage to, loss of, or theft of my property during the event; and/or

C. Any other reasons.

10) Nothing in this Agreement shall limit or exclude the Released Parties' liability for:

(i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (v) or any liability that cannot be excluded under applicable law.

Intellectual Property Disclaimer

11) Participants and/or observers may receive various materials including, but not limited to, instructions, photographs, manuals and other media (the "materials") during the course of the event. The Recipient may only use the materials for the approved purpose.

12) The Recipient must not use, copy, make duplicates, take pictures, use on social media or exploit the materials for any other purpose than expressly stated by Foto Frenzy.

13) All workshop materials are the property of Foto Frenzy and/or their agents. All materials used and referred to during the event are protected by International Copyright Law & cannot be used, reproduced or sold without written permission.

14) The Recipient of any such materials undertakes to not disclose these materials to a third party. The Recipient must take all reasonable precautions to protect the contents of the materials.

15) Subject to the Copyright Act 1968 (Cth), the Recipient may not reverse engineer, decompile or disassemble, or otherwise use for an expressly unauthorised purpose, the materials supplied to the Recipient by Foto Frenzy and/or their agents.

Media Consent & Release Form

I hereby consent and agree that Foto Frenzy and/or their agents have the right to take or use photographs and/ or other depictions of me (and/or my property) and to use these in any and all media worldwide including photograph, video, or other digital media, publications, including web-based publications and social media (the "work"), and for any purpose whatsoever.

Participant's Initial: __X_____

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Finslap Pty Ltd as Trustee for the Lalo Tahi Trust
ABN 73389739003 Trading as Foto Frenzy

I hereby release to Foto Frenzy and/or their agents, all rights to exhibit this work in print and electronic form, publicly or privately, and to market copies. I understand and agree that all such works will become the property of Foto Frenzy and/or their agents and will not be returned.

I hereby grant the permission to use my identity or likeness, in any form of works, to Foto Frenzy and/or their agents. I also waive any rights, claims or interest I may have to control the above and agree that any uses described herein may be made without compensation or additional consideration of me.

I hereby forever waive, release, covenant not to Claim, and discharge Foto Frenzy and/or their agents from any and all Claims, Demands or Causes of Action which I, or any other persons acting on my behalf of me, may have by reason of this authorisation.

Participant's Acknowledgment of Understanding Agreement: I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily.

Parent/Guardian's Agreement (In case of a minor Under 18 years of age): Along with the above conditions, I also confirm that I am the parent or legal guardian of the below named participating Minor and that I have read this Agreement and fully understand its terms. I confirm that either I or an adult aged 18 or over will accompany the Minor if the Minor is participating in the Foto Frenzy event. I hereby grant the required consent as evidence by my signature below.

BY SIGNING BELOW, **I,** (insert name) _____

ASSERT THAT I HAVE REVIEWED AND AGREE TO ALL OF THE WAIVERS IN THE CLAUSES ABOVE.

Signature: _____ **Date:** _____

Address: _____

Contact Number: _____

Emergency Contact: _____ **Contact Name:** _____

Parent/ Guardian Signature: _____ **Date:** _____

Parent/ Guardian Full Name: _____

Participant's Initial: __X_____

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