

Breakthru School Music & Dance Competition

WAIVER AND RELEASE DEED POLL 2018

Please print out this form for each student, complete and bring with you and hand in at registration on the day.

To: Lendlease Property Management (Australia) Pty Ltd ABN 61 002 894 153 (“LLPMA”) and the owners of Sunshine Plaza (“Owners”) which LLPMA manages at any particular given time (together “Released Persons”)

I, (Name)

of (Address)

As the parent/guardian (delete one) of (“Minor”)

1. Agree and acknowledge that the Minor will perform on the Riverwalk Stage at Sunshine Plaza as part of the Breakthru – School Music and Dance Competition on _____, 2018 (insert date) and, if selected to perform in the Grand Final, on Saturday 9 June 2018 (collectively, “Performance”);
2. Agree that all or part of the performance may be photographed or filmed by photographers engaged by the released persons;
3. Agree that the copyright (and other intellectual property arising) in the photographs and film (video film etc) referred to above is licensed to LLPMA for its use by LLPMA in connection with its business activities;
4. Agree and acknowledge that any photos or film footage taken of the minor may be included in LLPMA’s photo library and may also be used for a wide variety of marketing activities, including, but not limited to leasing brochures and business documents, internal communications for LLPMA or Sunshine Plaza or inclusion in websites which are operated by one or each of the released persons.
5. Agree to waive, release and discharge all and any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent which I or the minor may otherwise have for or arising out of loss of life, injury, damage or loss of any description whatsoever caused which I or the minor may suffer or sustain in the course of or consequent upon performing at, or being photographed and/or filmed at, the performance, and the use of such photographs or film footage by the released persons;
6. Agree that the waiver, release and discharge shall operate in favour of the released persons, their agents, assigns, servants, officers, directors and related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth), and shall so operate whether or not the loss, injury or damage is due or attributed to the act, neglect, omission of any one or more of a released person;
7. Agree that this waiver, release and discharge may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against any or each released person; and;
8. Understand that if I should require I may obtain a copy of any photograph or film taken pursuant to this waiver and release by contacting the Marketing Manager, Sunshine Plaza on (07) 5443 4070 and that a fee may be charged by the released persons to cover the costs of providing these to me.

I have read carefully this waiver and release deed poll and, having done so, I sign voluntarily.

Executed as a deed poll in _____ (insert city) on _____, 2018 (insert date) for the benefit of the released persons.

By:

In the presence of:

Name

Name of witness

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