



Rotary Youth Leadership Awards
Saturday 24th – Friday 30th September 2022
Maranatha Recreation Camp, Tuchekoi

DEED OF AGREEMENT, ACKNOWLEDGEMENT, COMMITMENT, RELEASE AND INDEMNITY

I (Insert name of Participant) _____

of (Insert Participant's Home Address) _____,

in the State of Queensland Australia have executed this deed poll in consideration of Rotary assessing my application for selection as a 2022 RYLA awardee and state:

RECITALS:

- (A) this deed forms part of my application for selection as an awardee to attend the 2022 RYLA Training Seminar to be conducted by Rotary in Rotary District 9620 at the venue; and
- (B) I have executed this deed to record the terms of the various agreements, acknowledgements, commitments, releases, indemnities and guidelines

1. Definitions

In this deed, unless the context requires otherwise:

- (a) **"awardee"** means a successful RYLA applicant selected as an awardee to attend the seminar.
- (b) **"Claim"** means all sums of money, accounts, claims, actions, proceedings, demands, liabilities and expenses (including legal costs on a solicitor and own client basis) however arising from or in connection with injury or damage to any property or person (whether fatal or otherwise) as a consequence of or arising in any way from my participation in the seminar whether or not such injury or damage is due wholly or in part to any negligent act, breach of duty, default and/or omission on the part of any one or more of the seminar staff and/or the other awardees;
- (c) **"my application"** means the documents and materials referred to in Clauses 2(c) and 2(d) of this deed which I have filled out, completed, signed and/or, if the case requires, caused to be returned or provided to Rotary in accordance with its requirements as my application for selection as an awardee;
- (d) **"my personal information"** means all the personal information relating to me and my circumstances contained in my application;
- (e) **"programmed activities"** means the various activities included in the seminar programme and, for the avoidance of doubt, the expression includes the activities called "the Maranatha Recreation Camp outdoor activities";
- (f) **"relevant health and associated personal information"** includes those items of my personal information which relate to sickness, disability, inability, impairment, ailment, complaint, infection, indisposition, infirmity, malady, disorder, upset, problem, abnormality, illness, disease, syndrome, addiction, as well as any health, physical, mental, dental, surgical and/or prosthetic or other circumstance, issue or concern) from which I suffer and/or by which I am afflicted and which has the potential to adversely affect or impact upon:

- (A) me, my wellbeing or my ability to participate in and/or contribute meaningfully to the programmed activities during the seminar; and/or
- (B) other awardees, or seminar staff, their wellbeing or ability to participate in and/or contribute meaningfully to the programmed activities during the seminar;
- (g) **“Rotary”** means **Rotary International District 9620 Limited ABN 80 125 588 696**;
- (h) **“Rotary’s purposes”** means the purposes stated in clause 3(b)(iii) of this deed;
- (i) **“RYLA”** means the youth programme of Rotary International called Rotary Youth Leadership Awards.
- (j) **“seminar”** means the 2022 RYLA Training Seminar to be conducted by Rotary at the venue;
- (k) **“seminar staff”** includes Rotary together with its directors, officers, committee chairs, members, leaders, principals, employees, agents, presenters, domestic and in-house staff, stakeholders, contractors, volunteers and other human resources engaged in the conduct of the seminar;
- (l) **“venue”** means Maranatha Recreation Camp, Tuchekei at which the seminar is to be conducted by Rotary from 24th September – 30th September 2022.

2. My application, Agreements, Acknowledgments, Authorities and Commitments

I do, as the case requires, agree and/or acknowledge my awareness of, and/or my commitment to and/or, declare that:

- (a) I have received from Rotary, read and understood in their entirety the application form which forms part of my application and all other documents and material provided to me by Rotary relating to Rotary’s 2022 RYLA awards and the seminar; and
- (b) I have filled out, completed and/or, if the case required, signed and/or executed (in the manner and as and where requested by Rotary) so much of that application form and those other documents and that material as I received from Rotary and as Rotary has requested I fill out, complete, sign and/or execute; and
- (c) I have returned or provided to Rotary (or, as the case requires, delivered to my employer for return or to be provided to Rotary) duly filled out, completed and/or, if the case required, signed and/or executed (in the manner and as and where requested by Rotary) so much of that application form and those other documents and that material as Rotary has requested me to return or provide; and
- (d) I have provided Rotary with such further documents, information and/or material as it has requested of me (if any) to enable my application to be fully completed and evaluated;
- (e) I have accordingly, of my own volition, sought selection by Rotary as an awardee;
- (f) I am informed by Rotary of the nature of the programmed activities included in the seminar programme at the venue during the seminar and acknowledge I am aware that some of the programmed activities may involve inherent risks, including risk of injury to life or death and/or damage to property;
- (g) that in undertaking any of the programmed activities, I do so at my own risk and on my own initiative;
- (h) In the event of an accident or illness, I authorise the seminar staff to obtain or administer any medical assistance or treatment that I may reasonably require, including contacting or consulting with my doctor.
- (i) I accept liability for all reasonable costs incurred by Rotary in obtaining such medical assistance or treatment (including any transportation costs) and undertake to reimburse Rotary the full amount of those costs.
- (j) I have provided all relevant details of my medical and physical needs.

3. Personal Information

I acknowledge, agree, declare and confirm that:

- (a) in the course of completing my application (as requested by Rotary) and submitting it to Rotary, I have disclosed many items of personal information to Rotary,
- (b) my personal information so disclosed:
 - (i) is true and correct, full and complete;
 - (ii) discloses personal information (including all my relevant health and associated personal information) reasonably required by Rotary to fully and accurately complete my application and allow Rotary to evaluate my application;
 - (iii) was sought by Rotary and is made available by me voluntarily to Rotary and other seminar staff for the principal purposes of:
 - (A) assessing my suitability for selection as an awardee including my capacity to gainfully and beneficially participate in the programmed activities during the seminar effectively with the other awardees and the seminar staff
 - (B) if my application is successful, facilitating:
 - (I) an effective engagement for me with the seminar staff and the other awardees during the seminar in a manner designed to achieve appropriate, safe, productive, effective and beneficial outcomes for me, the other awardees and the seminar staff; and
 - (II) an appropriate standard of programme and activities, food and refreshments, accommodation and facilities for the awardees during the seminar; and
 - (C) regularly reviewing and updating Rotary's policies and procedures for future such seminars to take account of new laws and technology, changing social and community standards and expectations, and changing operations and practices of Rotary International to ensure they remain relevant and appropriate in their changing environments.
 - (iv) is reasonably required by the seminar staff for Rotary's purposes stated in clause 3(b)(iii) above;
- (c) I have not omitted or excluded from my application nor otherwise failed to disclose any item, matter, detail, or issue of my personal information which I should reasonably, in all the circumstances, have disclosed in my application;
- (d) any failure on my part to disclose a relevant item of my personal information constitutes a breach of a fundamental condition precedent to my participation or, as the case requires, continuing participation in the seminar and upon the occurrence or discovery of any such failure to disclose, then the provisions of Clauses 4 and 5 apply forthwith to release, discharge, and indemnify each and every party entitled to benefit under those clauses in respect of each and every claim arising as a consequence of or in any way arising out of any such failure to disclose.

4. **Release, discharge and Indemnity:**

- (a) I, (Insert name of Participant)_____
- Of (Insert Participant's Home Address)_____
- In the State of (Insert State)_____

Am aware and acknowledge that ***RYLA – Rotary Youth Leadership Awards*** involves inherent risks, including the risk of injury to life or death and damage to property and in undertaking such activities, I do so at my own risk.

- (b) I am also aware that it is a condition of participation in ***RYLA – Rotary Youth Leadership Awards*** that Rotary, its officers and employees agents and volunteers are released by me from all liability howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of my participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.
- (c) I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of my participation in the Event.
- (d) I acknowledge and agree that my participation in the Event is as a consequence of my own free will and desire and that I have read and understood the above warning, release ad indemnity.
- (e) I warrant that I am 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that I am a minor, I have the permission of my legal guardian to participant in the Event and that my legal guardian has agreed to adhere to the terms of the indemnity below.

5. **Seminar Guidelines**

I have read, understand and agree to accept and be bound by the guidelines as set out in the attached D9620 RYLA Seminar Guidelines Schedule to this deed as amended from time to time during the seminar.

Signed:_____ **Dated:**_____/_____/_____

D9620 2022 RYLA Seminar Guidelines Schedule

1. When used in this schedule, terms defined in clause 1 of the deed of which this schedule forms part, bear, or, as the case requires, include their defined meaning.
2. It is a condition of an awardee and seminar staff attending the seminar that all awardees and seminar staff agree to be bound and abide by the guidelines set out in this schedule or as amended by mutual agreement of the seminar staff and awardees from time to time during the seminar.
3. The principal aim and purpose of the guidelines is to protect the wellbeing, health and safety of the awardees and seminar staff during the seminar.
4. Awardees must participate full time in the seminar programme. Absences will only be approved by the RYLA committee in exceptional circumstances.
5. No alcohol and drugs of addiction are to be taken or brought to or kept at the venue or consumed during the seminar.
6. Private vehicles are not to be taken to the venue for any reason without special approval in advance in exceptional circumstances from the RYLA committee.
7. A participant may be evicted from the seminar due to breach of the guidelines or to other misconduct at the sole discretion of the RYLA committee
8. A participant may not leave the venue during the seminar without authority from the RYLA committee.
9. Photographs, videos, or other reproducible images taken during the seminar may be used for marketing and promotional purposes by Rotary International.
10. Mobile phone use at the seminar will be restricted out of respect for our professional and volunteer speakers and presenters
11. Following the seminar, you are required to speak at your sponsoring Rotary Club and/or employer to give them a presentation on your week at RYLA and to obtain a signature on your Certificate

EXECUTED AS A DEED on this _____ day of _____ 2022

SIGNED SEALED AND DELIVERED:

Signature of Applicant

Name of Applicant

by the abovenamed applicant in the presence of the witness named below:

Signature of witness

Name of witness