



Consent Form

Film, photography, recordings and copyright

You must read the terms and conditions (on page 2) before signing this consent form.

Please return the completed form to: disasterplanningandoperations@redland.qld.gov.au, or by mail to Disaster Planning and Operations, Redland City Council, PO Box 21, Cleveland QLD 4163.

Full name _____

Name of organisation (if applicable) _____

Address _____

Phone _____

Email _____

Description of activity _____

Location of activity _____

Authorisation to use

(Please select one or more of the following)

I authorise Redland City Council to use:

my image(s)

an image(s) that I have personally photographed

the image(s) of my child/children – please provide name(s), age(s) and gender of child/children under the age of 18 below:

Full name: _____ Age: _____ Gender: _____

Full name: _____ Age: _____ Gender: _____

Full name: _____ Age: _____ Gender: _____

Full name: _____ Age: _____ Gender: _____

(whole or in part, including but not limited to) any photographs, videos or sound recordings in promotional flyers, newspapers, websites, newsletters, magazines, brochures, television advertisements, social media or other multi-media, for public relations, promotions, commercial and advertising purposes.

I hereby acknowledge that I have read and understand this document, and agree to the terms and conditions.

Signed: _____ Date: _____

Privacy Statement - Redland City Council is collecting the information on this consent form in order to use images and recordings of you or the child/children in promotional materials for Council and as otherwise stated above. Some of this information may be provided to Council employees and Councillors of Council, as authorised users of Council's image library for the purpose of publicity and promotion of Council and its programs and activities. Your information will not be given to any other person or agency unless you have given us permission or we are required by law to do so.

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Purpose of this form

This consent form is to be used when Council staff is required to obtain permission from an individual to use and/or disclose their image or a recording of them, or any copyright material. An exemption to this may be for law enforcement and public safety activities.

Signing the consent form

Council complies with the *Information Privacy Act 2009*. Your image or recording is your personal information. When Council collects personal information it aims to inform you of the reason, how it will be used and who will have access to the information. Your signature confirms that you understand and agree with these provisions.

Individuals under the age of 18 require the signature of a parent or guardian before images or recordings are made of them. Therefore, parents and guardians must sign the consent form before the photo of the minor is taken.

Definitions

For the purposes of this consent form, “I” can also mean “we”, and “my” can also mean “our”.

Indemnify – to protect against damage, loss or injury.

Image – means print, video or recording.

Negligence – Conduct that falls below the standards of behaviour established by law for the protection of others against unreasonable risk of harm.

Waive – to give up (a claim or right e.g.) voluntarily.

Waiver, release and indemnity

In consideration of my participation in the filming, photography and/or recording activity (“the activity”) organised by Redland City Council (“the Council”), I (for me, my heirs, executors and administrators) agree with the Council that:

1. I waive, release and discharge the Council and its respective officers, employees, contractors, volunteers or agents involved in the activity from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my attendance at or participation in the activity and the use of any resulting recording
2. I indemnify and will keep indemnified the Council against all costs, losses or damages arising from or in relation to my attendance at or participation in the activity and the use of any resulting recording

Images and recordings

3. I consent to the Council, its employees, officers, agents and contractors:
 - a. Making images and recordings, whether sound, digital or otherwise (“recordings”) of me; and
 - b. Using, publishing or reproducing the resulting recordings and images in any form (in whole or part) and by any medium including but not limited to social media websites, other internet sites, print media, television advertisements, and promotional videos; and
 - c. Doing any and all acts or omissions which would otherwise be an infringement of my moral rights as a performer.
4. I acknowledge that the recordings may be used by the Council and other parties for any purpose including but not limited to, public relations, promotions, commercial and advertising purposes (“promotional materials”).
5. I acknowledge that the recordings and associated information may be stored in an image library for future use by Council and other parties.
6. I agree that this consent will continue until I revoke such consent by providing written notification to Council. Despite this, if at the time I revoke consent, Council or any other party is using the recording of me or has entered into contractual obligations in relation to that recording, the consent will continue in relation to that recording until the use or the contractual obligations come to an end.
7. I acknowledge that I will not receive any payment, royalty or other consideration (whether monetary or otherwise) from Council in connection with the making, use or storage of the images and recordings.
8. I consent to Council collecting, storing, handling, accessing, managing, transferring, using and disclosing personal information about me including but not limited to names, details and image, in connection with the recordings or the promotional materials. This consent is granted subject to any conditions and limitations indicated in this form.
9. I acknowledge and agree that any promotional materials which refer to me directly or indirectly, are, at the date of publication, made in good faith and are not intended to defame or offend any person.
10. I agree that Council is the owner of the copyright in the recordings and the physical images and recordings.
11. I acknowledge and agree that Council may publish my image on Council social media sites including but not limited to Facebook, Twitter, Instagram and Flickr.