

PARTICANTS AGREEMENT

(By nominating for the October 2025 Tableland Fish Stocking Society catch & release fishing competition, you agree to the following Terms and Conditions)

WARNING: THIS IS A LEGAL DOCUMENT AND A CONTRACT WHICH AFFECTS YOUR RIGHTS

I agree to participate in the October 2025, Tableland Fish Stocking Society catch and release fishing competition, or events, in which I am entering on the following basis:

1. Definitions:
 - a. Event – refers to all activities both fishing and other events in relation to the October 2025, Tablelands Fish Stocking Society catch and release fishing competition.
 - b. Event Location – is all areas of Lake Tinaroo.
 - c. Event Headquarters – is the Cairns & District Power Boat and Ski Club located at 15 Tinaburra Drive, Yungaburra.
2. By participating I accept all risk necessarily from my participation which would result in loss of life or permanent injury.
 - a. Accordingly, I release all people associated with the conduct of events from, and will indemnify them against, all liability (including liability for their negligence) libel, slander, damage, negligence, injury, harm or death for all injury, loss or damage arising out of or connected with my participation in the Event.
 - b. For clarification, the people released include Event organisers, promoters, sponsors, managers, TFSS committee, and all of their respective directors, officers, employees, agents, contractors and volunteers, including Event medical and paramedical personnel. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns. These terms do not operate to exclude any provision of the Australian Consumer Law that applies and can not be excluded by agreement.
3. I acknowledge that such events involve the real risk of injury or risk of death from various causes, including over exertion, equipment failure, drowning, dehydration, accidents with other competitors, spectators and water users, submerged objects, submerged trees and weather conditions, just to name a few.
4. I understand that I should not participate in events unless I have prepared appropriately and my physical condition has been verified by a medical practitioner, who has not advised me otherwise.
5. I warrant that I will inspect the event area and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the event and agree that I will not participate in the Event unless I am completely satisfied with the adequacy and condition of the Event.
6. I understand that the information I have provided herein will be included in a Tableland Fish Stocking Society database. I also understand that information of a biological nature including my name, date of birth, home state, results highlights and interests maybe released to the media in response to general requests.
7. I understand that compulsory insurance cover affected for participants in events and training does not cover me for injury, loss of damage sustained by me, e.g. heart failure, muscle failure and boat accidents.

8. The sanctioning process undertaken by Tableland Fish Stocking Society catch and release competition and safety precautions undertaken by event organisers (such as weather alerts, competition safety briefings, boat safety checks) are a service to me and other competitors but are not a guarantee of safety.
9. I agree to abide by all the rules of the Event, in part, to safe and fair sporting practices.
10. I agree to abide by the rules and conditions of the Event, including those instructions in any literature or verbal or written form.
11. I agree to abide by all the conditions of the Event Management Plan, Risk Management Plan and The Emergency Response Plan which will be made available to me at registration.
12. I agree to abide by legislation applicable for the Event, including marine safety regulations, workplace health and safety legislation, fisheries legislation.
13. I agree that all boating accidents will be reported to Event Management immediately.
14. I hereby agree that in the event of competition cancellation due to storm, rain, inclement weather, winds or other 'Act of God' conditions, my entry fee shall be non-refundable in part or full.
15. I acknowledge that my entry fee is non-refundable under the statutes of Tableland Fish Stocking Society catch & release competition and that should I wish to withdraw from the competition, an administration fee will be charged. I have made myself familiar with the Event.
16. I certify that I am 18 years of age or older, or that I am the parent/guardian of the participant competing and I have read this document and fully understand it.
17. The Event is conducted in Queensland, and is subject to the laws of Queensland, and the exclusive jurisdiction of the courts of Queensland.
18. I hereby consent and authorise the Event to take photographs or motion pictures of me; or to produce videotapes, audiotapes, close circuit television programs, webcasts, or other types of media production that capture my name, voice, and/or image (any of the foregoing types of media are called the "Materials" in this Consent and Release form).
 - a. I authorise Tableland Fish Stocking Society Inc. to copyright the Materials, and I authorise the Tableland Fish Stocking Society Inc. to use, reuse, copy, publish, display, exhibit, reproduce, license to third party and distribute the Materials in any educational or promotional materials or other forms of media, which may include, but are not limited to catalogues, articles, magazines, sale brochure, websites, Facebook, Instagram or other social media sites or publications, electronic or otherwise, without notifying me.
 - b. I agree that the Tableland Fish Stocking Society Inc. may identify me by name, and such other identifying information.
 - c. I agree that I am participating on a voluntary basis, and I will not receive any payment from the Tableland Fish Stocking Society Inc. for signing this release or as result of any publication of the Materials.