

God's Way Limited Participant Deed

Definitions For This Deed

1. The God's Way Limited (by guarantee) organisation, incorporated in Australia, and currently operating from 98 O'Dea Road, Kingaroy, Queensland, 4610, Australia, or operating from any future address including any address in another country; is hereafter called the "**Organisation**".
2. The document which is the **Organisation's** rules, terms, conditions, and regulations as required by the Australian Securities and Investments Commission, which is commonly referred to as the **Organisation's** constitution which may be changed, amended, or adjusted from time to time; is hereafter called the "**Constitution**".
3. Any document or group of documents defined by the **Constitution** as the "Organisation Principles", which may be changed, amended, or adjusted from time to time; are hereafter called the "**Organisation Principles**".
4. Any membership of any member class as defined by the **Constitution**; is hereafter called a "**Membership**".
5. Any person who has been offered a **Membership** and who has accepted the **Membership**, and who has signed documents accepting the **Membership**, and who has accepted the conditions of the **Membership**, or who is currently a member within the **Organisation**; is hereafter called a "**Member**".
6. Any individual or group of **Members** with voting rights who, upon voting, would be the "Member Quorum" as defined by the **Constitution**; are hereafter called a "**Member Quorum**".
7. Any **Member** who is a member of the "Founding Member" class as defined by the **Constitution**; is hereafter called a "**Founding Member**".
8. Any **Member** who is a member of the "Original Member" class as defined by the **Constitution**; is hereafter called an "**Original Member**".
9. Any **Member** who is a member of the "Succession Member" class as defined by the **Constitution**; is hereafter called a "**Succession Member**".
10. Any **Member** who is of the "Probation Member" class defined within the **Constitution**; is hereafter called a "**Probation Member**".
11. Any person who has been offered a directorship within the **Organisation**, and who has accepted the position as offered, and who has signed documents accepting the position, and/or who currently has a directorship within the **Organisation**; is hereafter called a "**Director**".
12. Any group of directors who, upon voting, would be a "Director Quorum" as defined by the **Constitution**; are hereafter called "**Director Quorum**".
13. Any and all **Membership** assignment processes undertaken in accordance with the **Constitution**; are hereafter called a "**Membership Transfer**".
14. This document, signed by the signatory, and witnessed at the time of signing; is hereafter called the "**Deed**", and is also referred to as the "**Participant Deed**".

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

15. The "Member Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Member Deed**".
16. The "Gift Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Gift Deed**".
17. The "Director Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Director Deed**".
18. The "Gift Statutory Declaration" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Gift Statutory Declaration**".
19. The "Gift Declaration" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Gift Declaration**".
20. All of the conditions outlined under the "Conditions" section within this **Deed**; are hereafter called "**Conditions**".
21. All of the personal statements outlined under the "Statements" section within this **Deed** are legally binding statements attributed to the person who executed this **Deed**; and are hereafter called "**Statements**".
22. Any and all property defined by the **Constitution** as "Property"; is hereafter called "**Property**".
23. Any and all assets defined by the **Constitution** as "Assets"; are hereafter called "**Assets**".
24. Any and all liabilities defined by the **Constitution** as "Liabilities"; are hereafter called "**Liabilities**".
25. Any person or entity defined by the **Constitution** as the "Owner", retains ownership of all **Intellectual Property**; and are hereafter called the "**Owner**".
26. Any person or entity defined by the **Constitution** as the "Organisers"; are hereafter called the "**Organisers**".
27. Any person or entity defined by the **Constitution** as a "Contributor"; is hereafter called a "**Contributor**".
28. Any and all material indicated within the Constitution as "Intellectual Property" produced by the **Organisation**, or by any and all **Contributors**; is hereafter collectively called the "**Intellectual Property**".
29. Any and all events defined as an "Event" by the **Constitution**; are hereafter called an "**Event**".
30. Any and all persons or entities defined as a "Participant" by the **Constitution**; are hereafter called a "**Participant**".
31. Any and all gifts or donations defined as a "Gift" by the **Constitution**; are hereafter called a "**Gift**".
32. The singular includes the plural, and vice versa.
33. Words importing a gender include other genders.
34. Words importing natural persons include corporations.
35. Any monetary amounts within this **Deed** are in Australian dollars, and will be suffixed with the text "**AUD**".

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

Conditions

1. If a section called "Participants and Employees" is contained within the **Constitution**, a **Participant** must abide by the rules contained within that section, and has a responsibility to keep up to date with the amendments of that section, as adjusted from time to time by the **Organisers** and published on the public website of the **Organisation**.
2. The **Participant's** involvement in any event will be terminated under conditions that may include;
 - 2.1. the **Organisers** agreeing that the **Participant's** involvement is no longer required, or;
 - 2.2. the **Organisers** agreeing that the **Participant** is not living in harmony with the "Objectives and Principles" of the **Organisation**, as amended from time to time by the **Organisation** and published on the public website of the **Organisation**, or;
 - 2.3. the **Organisers** finding that the **Participant** has lied to the **Organisers** or about the **Organisers**, lies about or misrepresents the **Organisation's** teachings, lies about the lives or lifestyle of the **Organisers**, lies about other **Participants**, or purposefully ignores or misrepresents facts presented to them, or;
 - 2.4. the **Organisers** finding that the **Participant** has approached them with a determined goal of using the created material to slander the **Organisers**, support their own preconceived false beliefs about the **Organisers**, or make the **Organisers** or other **Participants** the object of public attack, or;
 - 2.5. the **Organisers** finding that the **Participant** treats them with disdain, condescension, disrespect, or abuse, or that the Organisers have a verifiable event of such treatment of others whom the **Organisers** know who are also involved as **Participants**, or;
 - 2.6. if any of the above treatment occurs during a live recording or performance, or members of the public engage in such treatment of the **Organisers** as the result of a **Participant's** allowance or encouragement of such conduct.
3. In perpetuity, being involved in the creation of **Intellectual Property**, the **Participant** agrees that;
 - 3.1. all **Intellectual Property** is vested in the **Organisation**, and;
 - 3.2. the **Participant** will never make a legal or financial claim upon the **Intellectual Property**, and;
 - 3.3. the **Participant** indemnifies the **Organisation** and its **Organisers** against all legal claims related to **Intellectual Property** made by the **Participant** or relatives, friends, the estate of, a government or government representative, or any legal representative of the **Participant**.

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

4. The **Participant** is prohibited to participate in any transfer of **Intellectual Property** owned by the **Organisation**;
 - 4.1. if any person involved in the transfer has paid or has received, financial or material payments or receipts from the transfer, or;
 - 4.2. if any person involved in the transfer uses, or is known to intend to use, the **Intellectual Property** for any purpose out of harmony with the guiding rules contained within the **Constitution**, or out of harmony with the "Objectives and Principles" of the **Organisation** as amended from time to time by the **Organisation** and published on the public website of the **Organisation**.

5. The **Participant** understands that the **Organisation** does not carry or maintain insurances including but not limited to, medical insurance, personal accident insurance, life insurance, health insurance, and death & disability insurance coverage for any **Participant**, and;
 - 5.1. The **Organisation** requires that the **Participant** is responsible to obtain any insurances that the **Participant** themselves believes they may require before engaging any activity or **Event** with the **Organisation**, and;
 - 5.2. The **Participant** indemnifies the **Organisation** and **Organisers** from any responsibility for, obligation, liability, claim, or demand that the **Participant** may have against the **Organisation** with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from the **Participant's** personal decision to participate in or perform potentially harmful activities, and;
 - 5.3. The **Participant** indemnifies the **Organisation** and **Organisers** from any responsibility for, obligation, liability, claim, or demand to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of any bodily injury, personal injury, illness, death or property damage suffered by the **Participant** that may arise from the participation in, and performance of, activities connected with the **Event**, and;
 - 5.4. The **Participant** agrees to hereby release and forever discharge the **Organisation** from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment, or service rendered in connection with the **Participant's** participation in and performance of, activities connected with the **Event**.

6. The **Participant** understands and acknowledges that they may participate in and or perform potentially hazardous activities, including but not limited to construction, loading and unloading, physical activities that may be strenuous and transportation connected with the **Event**. The **Participant** recognizes and understands that such activities may be in some situations inherently dangerous activities, and;
 - 6.1. The **Participant** assumes responsibility to ensure that he or she only participate in those activities for which he or she has the required skills, qualifications, training and physical conditioning, and;

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

- 6.2. The **Participant** assumes responsibility to take all precautions and refuses to be involved in any activity that may potentially harm themselves or others, and;
- 6.3. The **Participant** hereby expressly and specifically assumes the risk of injury or harm in relation to their own decision to act.
7. The **Participant** acknowledges and understands that, in order to protect **Participants** in all countries around the world, it is the **Organisation's** policy that it will not pay ransom or make any other payments in order to secure the release of hostages.
8. If the **Participant** is a child they need to take personal responsibility, as much as they are able, for their personal safety, actions and behaviour and must have a parent or legal guardian's consent and full supervision at all times in order to attend any **Event** unless otherwise agreed to in writing by the **Organisers**. They need to be aware of, and understand the **Definitions, Conditions** and expectations of this **Deed** and understand that everything in this **Deed** applies to them and if they do not adhere to this **Deed** they will be asked to leave the **Event**.
9. If the **Participant** is the parent or legal guardian of a minor child or children attending the **Event**, they must take full responsibility for their child or children at all times. This includes;
 - 9.1. Understanding that they are fully responsible for each child at all times and that each child (particularly if young) reflect them, and;
 - 9.2. That the parent or legal guardian must know what each child is doing and is responsible for the whereabouts of each child at all times, and;
 - 9.3. Understanding that all **Conditions** and **Statements** that apply to the **Participant** also apply to each child in full, and;
 - 9.4. That the parent is fully aware of and assume responsibility for any hazardous activities that each child may be in the vicinity of, participating in and any and all risks involved in each child's participation in the **Event**, and;
 - 9.5. If the child is too young to understand and take personal responsibility, the parent is completely responsible for such child, it's actions and any events that may occur to such child during the **Event**, and;
 - 9.6. The parent or legal guardian is responsible to educate each child in their care regarding **Definition, Conditions** and **Statements** in this **Deed** in full and that this **Deed**, and the requirements that the **Deed** and the **Constitution** are adhered to at all times while each child is participating in any **Event**.

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

Statements

1. By executing this **Deed**, I acknowledge that:
 - 1.1. I am bound by the **Conditions** of this **Deed**, and;
 - 1.2. I will NOT be able to accept or retain a **Member** or a **Director** role within the Organisation unless I accept the terms of this **Deed**, and;
 - 1.3. No fee is payable to me (or any person associated with me) now, or at any time in the future in connection with the creation or the use of the **Intellectual Property**, and;
 - 1.4. The **Organisation** does not promise and is not obliged to use the **Intellectual Property** since usage of the **Intellectual Property** is dependent on the resources and time available to the **Organisation** to do so, and;
 - 1.5. My involvement in the process of creating the **Intellectual Property** is a **Gift** to the **Organisation** and the world, just as the **Organisation** acknowledges that their involvement in creating the **Intellectual Property** is a **Gift** to me and the world, and;
 - 1.6. I may obtain a copy of the original and edited **Intellectual Property** using my own time and resources which I then have a right to use in any manner, as long as such usage is truthful and transparent, both in representation and in context, and potentially made available free of charge and without royalties throughout the world in all media, an unlimited number of times in perpetuity, and;
 - 1.7. The **Organisation** will rely on this **Deed** of promise potentially at substantial cost to them and I hereby agree to not assert a claim of any nature whatsoever against anyone relating to the exercise of the permissions granted, and;
 - 1.8. Irrespective of my contributions, the **Organisers** may immediately remove myself or any **Participant** associated with me from participating in any **Event** where our emotions, attitude, words or actions demonstrate a lack of kindness, consideration or respect for the **Organisers** themselves or any other **Participant** in the **Event**. If I am removed I agree I will not return unless invited.

2. By executing this **Deed**, I declare that:
 - 2.1. I have obtained or waived legal advice as to my responsibilities under this **Deed**, and;
 - 2.2. I agree that the **Organisation** will be the exclusive owner of the **Intellectual Property**, and that the **Organisers** may edit and use the **Intellectual Property** in original or edited form as long as that usage is truthful and transparent, both in representation and in context, and potentially made available free of charge and without royalties throughout the world in all media, an unlimited number of times in perpetuity, and I will make no claim arising out of any use of the **Intellectual Property**, and;

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

- 2.3. To the extent that ownership rights in the **Intellectual Property** do not automatically vest in the **Organisers**, I hereby assign the **Organisers** all present and future rights, legal and equitable title and interest in all proprietary rights in the **Intellectual Property**, included but not limited to copyright, whether known or in the future created, throughout the world, and;
- 2.4. I agree that the **Intellectual Property**, my name, voice, likeness, image or any biographical or other material I supply to the **Organisers** may also be used by the **Organisers** in referencing the **Intellectual Property** in any public forum, throughout the world in all media, an unlimited number of times in perpetuity, as long as such representation is truthful and accurate, and;
- 2.5. I acknowledge and agree to waive (or to the extent (if any) that the law does not permit waiver then I consent to what would otherwise infringe) any claim or future claim of mine against the **Organisers** in respect to the **Intellectual Property**, and;
- 2.6. Since I take personal responsibility for my own thoughts, feelings, actions and words, I take responsibility for any and all claims, demands, losses, damages, costs, expenses, or other liabilities (including but not limited to, rights of privacy, publicity, or defamation), based upon, arising from, or resulting in any manner from my participation in any **Event** and in the creation of **Intellectual Property** or any presentation thereof, before, during and after my involvement in the **Event** or in the process of creating the **Intellectual Property**, whether caused by my negligence, misunderstanding, purposeful action or otherwise, and;
- 2.7. I hereby waive any right of inspection or approval of my appearance and personal information, or the uses to which such appearance and personal information may be put, and;
- 2.8. I acknowledge that I have been advised to obtain personal insurances including but not limited to, medical insurance, health insurance, personal accident insurance, life insurance, death and disability insurance. If I have not gained these insurances, I hereby waive my right to make any claim or future claim against the **Organisation** or the **Organisers** if I am harmed in anyway during an **Event**, and;
- 2.9. I indemnify the **Organisation** and its **Organisers** against any and all legal claims related to **Events** or **Intellectual Property** made by myself, my relatives, my friends, my estate, or any legal representative on my behalf, and;
- 2.10. I acknowledge that if I am a parent and legal Guardian of a child or children attending any **Event** that I agree to and take full responsibility for the behaviour, actions and activities engaged by or affecting each child under my care at all times, and;
- 2.11. I acknowledge, if I am a parent and legal guardian of any child, that all of the **Conditions** and **Statements** also apply to each child in my care in full, without exception, and that I will personally ensure that each child adheres to this **Deed** while attending any **Event**, and;

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

- 2.12. I acknowledge that, for myself and on behalf of the children in my care, to the full extent permitted by law, I hereby release and forever discharge and hold harmless the **Organisation**, its **Organisers**, **Members**, **Directors**, **Officers** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may arise my own and the children in my care participation in, and performance of activities connected with the **Event**, and;
- 2.13. To the best of my knowledge, any statements that I make in this declaration and that are or have been recorded during my participation in any and all **Events**, are true.
3. If the **Organisers** have agreed that I have broken this **Deed**, I accept and agree that:
- 3.1. I will be required to immediately relinquish any personal participation in any **Event** organized by the **Organisers**, and any **Member** or **Director** position, or any other position, I have within the **Organisation**, and;
- 3.2. I will in a timely manner, sign the necessary documents required to relinquish my positions within the **Organisation**, and;
- 3.3. I will not contest the decision in any way, legal or otherwise, and;
- 3.4. I will not make any legal or financial claim against the **Organisers** in perpetuity, and;
- 3.5. Any **Intellectual Property** for which I have been involved in creating as a **Contributor** remains with the **Organisation** in perpetuity, and;
- 3.6. All and any **Gifts** I have given to the **Organisation** at any time, whether documented (by either a signed a "Gift Statutory Declaration" or a "Gift Declaration") or undocumented, and any income or funds I have assisted in generating for the **Organisation** during my time as a **Participant**, are vested in the Organisation, and;
- 3.7. If I am a parent or legal guardian of a child I agree to all **Statements** I have made in reference to my child just as I agree to them in reference to myself.

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

Executed as a Deed by the Parent or Legal Guardian

By executing this **Deed**, I certify that I am the parent or legal guardian of

_____	_____
_____	_____
_____	_____

whom are minor children under the age of eighteen (18) years of age, and that I, the undersigned;

1. Understand the **Definitions** at the beginning of this **Deed** and have explained the **Definitions, Conditions** and **Statements** contained within this **Deed** to each child in my care, and;
2. Have read, take full responsibility and agree to the **Conditions** for each child in my care being a **Participant** within the **Organisation** as outlined within this **Deed**, and;
3. With the indicated witness present, acknowledge I have made the personal **Statement** on behalf of each child in my care.

Executed as a Deed

By executing this deed, I, the undersigned;

1. Understand the **Definitions** at the beginning of this **Deed**, and;
2. Have read and agree to the **Conditions** for being a **Participant** within the **Organisation** as outlined within this **Deed**, and;
3. With the indicated witness present, acknowledge I have made the personal **Statement** as outlined within this **Deed**, and;
4. I am at least eighteen years of age (18 full years have passed since the date of my birth).and have carefully read and freely signed this **Deed**. I understand and agree that no oral or written representations can or will alter the contents of this **Deed** (excluding its conflict of laws principles).

Signature: _____

Witness: _____

Name: _____

Name: _____

Date: _____

Date: _____

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

Organisation Officers

We, in the position of the **Organisation** Secretary, and **Organisation** Director, have accepted this **Deed** of promise from the above signed person agreeing to the terms and conditions outlined in this **Deed** for being a **Participant** associated with the **Organisation**.

Signature:	_____	Signature:	_____
Name:	<u>Eloisa Lytton-Hitchins</u>	Name:	_____
Position:	<u>Organisation Secretary</u>	Position:	<u>Organisation Director</u>
Date:	_____	Date:	_____

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS: