

HALLOWEEN FEST

Volunteer Agreement & Terms

ABN: 15 381 208 934

Organiser: Tasmania's Most Haunted / Halloween Fest ("Organiser")

Venue: Hobart City Hall

Event Date: Saturday 31 October 2026

Trading Hours: 10:00am – 5:00pm

These Volunteer Agreement Terms ("Agreement") apply to every person volunteering at Halloween Fest, including event assistants, information desk volunteers, children's activity volunteers, queue marshals, setup and pack down volunteers, backstage assistants, stage assistants, first response assistants, customer service volunteers and any other person approved by the Organiser to volunteer at the Event.

Halloween Fest values the contribution made by volunteers and is committed to providing a safe, respectful and rewarding volunteering experience.

By accepting a volunteer position or participating in the Event, the Volunteer acknowledges that they have read, understood and agree to be bound by this Agreement.

1. Definitions

For the purposes of this Agreement:

Agreement means these Volunteer Agreement Terms.

Event means Halloween Fest conducted at Hobart City Hall, including all approved bump in, Event operations and pack down activities.

Organiser means Tasmania's Most Haunted / Halloween Fest (ABN 15 381 208 934), including its directors, employees, contractors, volunteers, sponsors and authorised representatives.

Volunteer means any individual approved by the Organiser to assist at the Event in an unpaid capacity.

Volunteer Coordinator means the person appointed by the Organiser to supervise volunteers.

Venue means Hobart City Hall together with any surrounding area approved for Event activities.

Volunteer Duties means the duties allocated by the Organiser during the Event.

WHS means all applicable Workplace Health and Safety legislation operating within Tasmania.

2. Appointment of Volunteers

2.1 Appointment

The Organiser may appoint volunteers at its absolute discretion.

Nothing in this Agreement obliges the Organiser to appoint any person as a volunteer.

2.2 Acceptance

A volunteer appointment only takes effect once confirmed by the Organiser.

Acceptance may remain conditional upon the Volunteer providing information reasonably requested by the Organiser, including:

- emergency contact details;
- Working with Vulnerable People Registration (where applicable);
- medical information relevant to volunteer duties;

- availability;
 - identification;
 - any licences or qualifications relevant to the assigned role.
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2.3 Volunteer Status

The Volunteer acknowledges that participation is voluntary.

Nothing contained in this Agreement creates:

- employment;
- partnership;
- agency;
- contractor relationship;
- joint venture;
- entitlement to wages or salary.

The Volunteer is not entitled to any employee benefits.

2.4 Reimbursement

Unless expressly agreed in writing, volunteers are responsible for their own:

- transport;
- parking;
- meals;
- accommodation;
- personal expenses.

The Organiser may, at its discretion, provide refreshments, meals, uniforms or reimburse approved expenses.

2.5 Term of Appointment

Volunteer appointments apply only for the Event dates specified by the Organiser unless otherwise agreed. Nothing guarantees appointment to future Events.

3. Volunteer Duties

3.1 Allocation of Duties

The Organiser will allocate Volunteer Duties according to operational requirements.

Volunteer roles may include:

- welcoming patrons;
- ticket scanning;
- queue management;
- information services;
- children's activity assistance;
- setup and pack down;
- backstage assistance;
- stage assistance;
- exhibitor assistance;
- crowd guidance;
- general Event support.

The Organiser may vary duties where reasonably necessary.

3.2 Compliance with Directions

Volunteers must comply with all reasonable lawful directions issued by:

- the Volunteer Coordinator;
 - Organiser;
 - Event staff;
 - Venue Management;
 - security personnel;
 - Tasmania Police;
 - emergency services.
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3.3 Attendance

Volunteers agree to:

- arrive on time;
 - notify the Organiser promptly if unable to attend;
 - remain for allocated shifts unless approved otherwise;
 - advise the Volunteer Coordinator before leaving the Venue.
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3.4 Reliability

The Organiser relies on volunteers to ensure the successful operation of the Event.

Repeated failure to attend allocated shifts without reasonable notice may affect future volunteer opportunities.

4. Code of Conduct

4.1 Professional Behaviour

Volunteers must behave courteously, respectfully and professionally at all times.

Volunteers represent Halloween Fest and are expected to contribute to a welcoming and inclusive environment.

4.2 Respect

Volunteers must treat with respect:

- attendees;
 - children;
 - families;
 - performers;
 - vendors;
 - contractors;
 - sponsors;
 - fellow volunteers;
 - Event staff.
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4.3 Zero Tolerance

Halloween Fest maintains zero tolerance for:

- bullying;
 - discrimination;
 - harassment;
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- intimidation;
- violence;
- abusive language;
- threatening behaviour;
- sexual harassment.

Any Volunteer engaging in such conduct may be immediately removed from the Event.

4.4 Alcohol & Drugs

Volunteers must not:

- volunteer while impaired by alcohol;
- possess or use illegal drugs;
- consume alcohol while rostered on duty.

The Organiser may immediately stand down any Volunteer reasonably believed to be impaired.

4.5 Smoking & Vaping

Smoking and vaping are only permitted in designated areas during authorised breaks.

Volunteers must not smoke or vape while actively undertaking Volunteer Duties.

5. Hours, Rosters & Breaks

5.1 Rosters

Volunteer rosters will be prepared by the Organiser.

While every effort will be made to accommodate preferences, operational requirements will take precedence.

5.2 Breaks

Volunteers will be provided with reasonable breaks appropriate to the length of their shift.

Break times may be adjusted according to operational requirements.

5.3 Changes to Rosters

The Organiser may amend volunteer rosters where reasonably necessary due to:

- volunteer availability;
- weather;
- operational requirements;
- emergencies;
- changes to the Event schedule.

Reasonable notice will be provided where practicable.

5.4 Uniforms & Identification

Where supplied, volunteers must:

- wear the provided volunteer shirt, vest or identification badge while on duty;
 - present themselves in a neat and professional manner;
 - return any Organiser property at the conclusion of the Event.
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6. Workplace Health & Safety

6.1 Commitment to Safety

Halloween Fest is committed to providing, so far as is reasonably practicable, a safe and healthy environment for volunteers, attendees, performers, vendors, contractors and visitors.

Volunteers are expected to actively contribute to maintaining a safe Event.

6.2 Volunteer Responsibilities

Each Volunteer must:

- take reasonable care for their own health and safety;
 - take reasonable care that their acts or omissions do not adversely affect the health and safety of others;
 - comply with all reasonable safety instructions;
 - use equipment only for its intended purpose;
 - report hazards immediately;
 - wear any required personal protective equipment (PPE);
 - cooperate with the Organiser on all WHS matters.
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6.3 Safe Work Practices

Volunteers must:

- follow all training and instructions provided;
 - avoid unnecessary risks;
 - keep work areas tidy;
 - maintain clear access to emergency exits;
 - avoid creating trip hazards;
 - immediately report unsafe behaviour or conditions.
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6.4 Manual Handling

Where volunteer duties involve lifting or moving equipment, Volunteers agree to:

- use safe lifting techniques;
- seek assistance when required;
- not lift items beyond their capability;
- use any equipment provided for manual handling tasks.

No Volunteer will be required to undertake duties that exceed their physical capabilities.

6.5 Equipment

Volunteers must not operate:

- electrical equipment;
- machinery;
- vehicles;
- lifting equipment;
- staging equipment;
- generators;
- specialised equipment;

unless authorised and appropriately trained.

6.6 Hazard Reporting

Volunteers must immediately report:

- hazards;
- damaged equipment;
- unsafe structures;
- electrical issues;
- spills;
- aggressive behaviour;
- suspicious persons;
- security concerns;
- near misses.

Reports should be made to the Volunteer Coordinator as soon as reasonably practicable.

6.7 Injuries

Any injury, regardless of severity, must be reported immediately to the Volunteer Coordinator.

The Organiser may require completion of an incident report.

6.8 First Aid

The Volunteer acknowledges that first aid services may be available during the Event.

The Volunteer remains responsible for ensuring that members of their own stall receive appropriate medical treatment where required.

7. Child Safety

7.1 Commitment

Halloween Fest is committed to providing a safe and welcoming environment for children and young people.

All Volunteers must act in a manner that promotes child safety and wellbeing.

7.2 Working with Children

Where required by law or by the Organiser, Volunteers must hold a current Registration to Work with Vulnerable People before undertaking duties involving children.

7.3 Appropriate Behaviour

Volunteers must:

- treat children with dignity and respect;
 - use appropriate language;
 - avoid favouritism;
 - maintain professional boundaries;
 - immediately report child safety concerns.
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7.4 Physical Contact

Physical contact with children should only occur where:

- reasonably necessary;
 - appropriate to the circumstances;
 - respectful; and
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- the child is comfortable.

Volunteers must never engage in unnecessary or inappropriate physical contact.

7.5 Lost Children

Where a Volunteer encounters a lost child, they must:

- remain with the child;
 - immediately notify Event Control or the Volunteer Coordinator;
 - avoid moving the child unless directed;
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8. Emergency Procedures

8.1 Emergency Directions

Volunteers must immediately comply with directions issued by:

- Event Control;
 - the Volunteer Coordinator;
 - security personnel;
 - Venue Management;
 - Tasmania Police;
 - Fire and Rescue Tasmania;
 - Ambulance Tasmania;
 - other emergency services.
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8.2 Evacuation

During an evacuation, Volunteers must:

- remain calm;
 - assist attendees where directed;
 - avoid causing panic;
 - follow designated evacuation routes;
 - report to the nominated assembly area;
 - await further instructions before returning to duties.
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8.3 Medical Emergencies

Volunteers must not provide medical treatment unless appropriately qualified.

Medical emergencies should be referred immediately to Event First Aid or emergency services.

8.4 Fire

Where fire or smoke is identified, Volunteers must immediately notify:

- Event Control;
- the Volunteer Coordinator;
- security; or
- emergency services.

Volunteers must not attempt to fight a fire unless trained, authorised and safe to do so.

9. Incident Reporting

9.1 Reporting Obligations

Volunteers must immediately report:

- injuries;
 - property damage;
 - lost children;
 - missing persons;
 - aggressive behaviour;
 - suspicious activity;
 - security incidents;
 - complaints;
 - hazards;
 - emergencies.
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9.2 Cooperation

Volunteers agree to cooperate with:

- the Organiser;
- Venue Management;
- insurers;
- emergency services;
- regulatory authorities

during any investigation.

9.3 Written Reports

Where requested, Volunteers must complete an Incident Report Form as soon as reasonably practicable after an incident.

10. Confidentiality

10.1 Confidential Information

Volunteers may become aware of confidential information during the Event.

Confidential information includes, but is not limited to:

- emergency procedures;
 - security arrangements;
 - volunteer records;
 - contractor information;
 - performer information;
 - vendor information;
 - financial information;
 - operational procedures;
 - attendee personal information.
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10.2 Confidentiality Obligations

Volunteers must not disclose confidential information except:

- where authorised by the Organiser;
 - where required by law; or
 - where necessary to protect life or safety.
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10.3 Continuing Obligation

These confidentiality obligations continue after the Volunteer has ceased participating in Halloween Fest.

11. Privacy

11.1 Collection of Personal Information

The Organiser may collect personal information necessary to:

- administer volunteer participation;
 - prepare rosters;
 - contact Volunteers;
 - respond to emergencies;
 - comply with legal obligations;
 - manage insurance matters.
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11.2 Use of Information

Personal information will only be used for legitimate Event purposes and managed in accordance with the **Privacy Act 1988 (Cth)** and the Organiser's Privacy Policy (where applicable).

11.3 Emergency Contacts

Volunteers must provide accurate emergency contact details and notify the Organiser of any changes before the Event.

12. Photography, Video & Media

12.1 Event Photography

Volunteers acknowledge that photographs and video recordings may be taken during the Event.

12.2 Promotional Use

The Volunteer grants the Organiser permission to use photographs or video recordings containing the Volunteer for the promotion of:

- Halloween Fest;
- future Halloween Fest events;
- community events;
- tourism promotion;
- printed publications;
- websites;
- social media;
- advertising.

No payment will be made for such use.

12.3 Personal Photography

Volunteers may take personal photographs during breaks provided they:

- do not interfere with Event operations;
 - do not photograph confidential areas;
 - respect the privacy of attendees;
 - comply with child safety requirements.
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13. Social Media

13.1 Positive Representation

Volunteers must not publish material that could reasonably damage the reputation of:

- Halloween Fest;
 - the Organiser;
 - sponsors;
 - volunteers;
 - performers;
 - vendors;
 - attendees.
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13.2 Confidential Information

Volunteers must not publish confidential or sensitive Event information on social media.

13.3 Media Enquiries

Volunteers must not make public statements or speak to media representatives on behalf of Halloween Fest unless specifically authorised by the Organiser.

Media enquiries should be referred to the Event Manager or nominated spokesperson.

14. Organiser Property

14.1 Care of Property

Volunteers must exercise reasonable care when using property supplied by the Organiser, including:

- radios;
 - identification badges;
 - uniforms;
 - keys;
 - equipment;
 - signage;
 - tablets;
 - communication devices.
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14.2 Return of Property

All Organiser property must be returned promptly at the conclusion of the Volunteer shift or upon request.

14.3 Loss or Damage

Volunteers must immediately report any lost or damaged Organiser property.

Where loss or damage results from deliberate misconduct or reckless behaviour, the Organiser reserves the right to seek reasonable reimbursement to the extent permitted by law.

15. Assumption of Risk

15.1 Voluntary Participation

The Volunteer acknowledges that participation in Halloween Fest is entirely voluntary and that they have freely chosen to assist with the Event.

The Volunteer understands that public events involve inherent risks that cannot be completely eliminated despite reasonable planning and safety measures.

15.2 Acceptance of Risk

The Volunteer acknowledges and voluntarily accepts the risks associated with participating in the Event, including but not limited to:

- slips, trips and falls;
- manual handling activities;
- crowd interaction;
- adverse weather conditions;
- prolonged standing or walking;
- vehicle movements during bump in and pack down;
- electrical equipment;
- temporary structures;
- noise from entertainment;
- fatigue;
- illness;
- minor injuries;
- interactions with members of the public;
- emergency situations;
- any other reasonably foreseeable risks associated with assisting at a public event.

The Volunteer voluntarily assumes these risks to the fullest extent permitted by law.

15.3 Personal Responsibility

The Volunteer accepts responsibility for monitoring their own wellbeing during the Event.

Where the Volunteer feels unable to safely continue their duties due to illness, fatigue, injury or any other circumstance, they must immediately notify the Volunteer Coordinator.

15.4 Fitness to Volunteer

By accepting this Agreement, the Volunteer warrants that they are physically and mentally capable of performing the duties assigned to them or will immediately notify the Organiser if any limitation arises. The Organiser may modify or reallocate duties where reasonably necessary to ensure the health and safety of the Volunteer and others.

16. Volunteer Responsibilities

16.1 General Responsibilities

The Volunteer agrees to:

- carry out allocated duties to the best of their ability;
- act honestly, respectfully and professionally;
- comply with this Agreement;
- follow reasonable directions from the Organiser;
- represent Halloween Fest positively;
- act in the best interests of the Event while undertaking Volunteer Duties.

16.2 Care of Attendees

Where interacting with members of the public, Volunteers must:

- provide courteous assistance;
- avoid giving advice outside their training or authority;
- refer complaints to the appropriate Event representative;
- seek assistance where a situation exceeds their role.

16.3 Identification

Volunteers must wear any identification or accreditation issued by the Organiser while performing Volunteer Duties.

Identification remains the property of the Organiser and must be returned upon request.

16.4 Personal Property

Volunteers are responsible for the security of their own personal belongings.

The Organiser is not responsible for theft, loss or damage to a Volunteer's personal property.

16.5 Conflict of Interest

Volunteers must disclose any actual, potential or perceived conflict of interest that could affect their ability to perform their duties impartially.

The Organiser may reassign duties where appropriate.

17. Release

17.1 Release of the Organiser

To the fullest extent permitted by law, the Volunteer releases and forever discharges the Organiser, its directors, officers, employees, contractors, sponsors, Venue Management, agents and other volunteers ("Released Parties") from any claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Volunteer's participation in Halloween Fest, except to the extent that such claim arises directly from the negligence, fraud or wilful misconduct of the Released Parties or where liability cannot lawfully be excluded.

17.2 Personal Property

The Volunteer releases the Organiser from liability for theft, accidental loss or damage to the Volunteer's personal property brought to the Event, except where directly caused by the Organiser's negligence.

17.3 Voluntary Participation

The Volunteer acknowledges that they are participating willingly and understand that the Organiser cannot eliminate every risk associated with a large public event.

18. Indemnity

18.1 General Indemnity

To the fullest extent permitted by law, the Volunteer indemnifies and keeps indemnified the Organiser, its directors, officers, employees, contractors, sponsors, Venue Management and agents against all claims, liabilities, losses, damages, costs and expenses (including legal costs on a full indemnity basis) arising from or connected with:

- the Volunteer's negligent acts or omissions;
- any breach of this Agreement by the Volunteer;
- any unlawful conduct by the Volunteer; or
- damage intentionally or recklessly caused by the Volunteer.

This indemnity does not apply to ordinary mistakes made in good faith while acting within the scope of the Volunteer's authorised duties.

18.2 Injury or Property Damage

The Volunteer indemnifies the Organiser against claims arising from injury, death, loss or damage to any person or property caused by the Volunteer's negligent, reckless or unlawful conduct.

18.3 Survival

The indemnities contained within this Agreement continue after completion of the Event and termination of this Agreement.

19. Insurance

19.1 Organiser's Insurance

The Organiser intends to maintain appropriate Public Liability Insurance for the Event.

Where applicable, the Organiser will also maintain any volunteer insurance it considers appropriate for the Event.

Nothing in this Agreement guarantees that every circumstance will be covered by insurance.

19.2 Volunteer Insurance

Volunteers are responsible for arranging any personal insurance they consider appropriate, including:

- personal accident insurance;
- income protection insurance;
- private health insurance; or
- insurance covering personal belongings.

19.3 Personal Property

The Organiser does not insure:

- mobile phones;
- wallets;
- handbags;
- cameras;
- clothing;
- jewellery;
- motor vehicles; or
- other personal belongings belonging to Volunteers.

20. Limitation of Liability

20.1 Exclusion of Indirect Loss

To the fullest extent permitted by law, the Organiser shall not be liable for indirect or consequential loss suffered by a Volunteer, including:

- loss of income;

- loss of opportunity;
- travel costs;
- accommodation expenses; or
- other indirect financial losses,

except where liability cannot lawfully be excluded.

20.2 Event Changes

The Organiser may alter:

- volunteer duties;
- rosters;
- Event hours;
- Event layout;
- access arrangements; or
- operational procedures,

where reasonably necessary.

Such changes do not create any entitlement to compensation.

20.3 Australian Consumer Law

Nothing in this Agreement excludes or limits any rights that cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

21. Health, Medical Conditions & Fatigue

21.1 Medical Conditions

Volunteers are encouraged to advise the Organiser of any medical condition, allergy or disability that may reasonably affect their ability to safely undertake Volunteer Duties or that may require assistance in an emergency.

Any information provided will be handled in accordance with the Privacy Act 1988 (Cth).

21.2 Medication

Volunteers remain responsible for:

- taking prescribed medication;
- carrying necessary medication;
- managing their own medical conditions.

The Organiser is not responsible for administering medication unless required by law or agreed in advance.

21.3 Fatigue

Volunteers should immediately notify the Volunteer Coordinator if they become:

- excessively fatigued;
- unwell;
- injured;
- dehydrated; or
- otherwise unable to safely continue volunteering.

The Organiser may provide additional breaks, modify duties or stand the Volunteer down where reasonably necessary for health and safety.

21.4 Fitness for Duty

The Organiser may require a Volunteer to cease duties where it reasonably believes the Volunteer is not fit to safely continue, including due to:

- illness;
- fatigue;
- impairment by alcohol or drugs;
- unsafe behaviour; or
- any condition presenting a risk to the Volunteer or others.

Such action is taken solely in the interests of health and safety and does not imply wrongdoing.

22. Removal from the Event

22.1 Right to Stand Down or Remove

The Organiser reserves the right, acting reasonably, to immediately stand down or remove a Volunteer from the Event where the Volunteer:

- breaches this Agreement;
- fails to comply with reasonable lawful directions;
- behaves in a manner that places themselves or others at risk;
- engages in bullying, harassment, discrimination or abusive behaviour;
- is impaired by alcohol or illegal drugs;
- damages Event or Venue property;
- acts dishonestly or unlawfully;
- brings Halloween Fest into disrepute;
- fails to perform Volunteer Duties to a reasonable standard after appropriate direction;
- otherwise acts inconsistently with the objectives, reputation or safe operation of Halloween Fest.

The Organiser will, where appropriate and practicable, explain the reason for the decision to the Volunteer.

22.2 Immediate Suspension

Where immediate action is required to protect public safety or ensure the orderly operation of the Event, the Organiser may direct the Volunteer to:

- immediately cease Volunteer Duties;
- leave a restricted area;
- surrender volunteer identification;
- return Organiser property;
- leave the Venue.

The Volunteer agrees to comply immediately with any such direction.

22.3 Return of Organiser Property

Where a Volunteer's appointment ends for any reason, the Volunteer must promptly return all Organiser property, including:

- volunteer identification;
- radios;
- uniforms;
- keys;

- tablets;
- communication devices;
- equipment;
- documentation;
- any other property belonging to the Organiser.

22.4 Future Volunteer Opportunities

The Organiser may decline future volunteer applications where a Volunteer has previously:

- seriously breached this Agreement;
- repeatedly failed to attend rostered shifts without reasonable notice;
- engaged in unsafe or inappropriate conduct; or
- failed to follow reasonable directions.

Nothing in this clause prevents the Organiser from considering future applications at its discretion.

23. Event Changes & Force Majeure

23.1 Changes to the Event

The Organiser may, where reasonably necessary:

- amend volunteer duties;
- alter rosters;
- change operating hours;
- relocate volunteer positions;
- modify Event activities;
- alter Venue access arrangements;
- adjust operational procedures.

Reasonable notice of significant changes will be provided where practicable.

23.2 Force Majeure

The Organiser shall not be liable for failing to perform its obligations where prevented by circumstances beyond its reasonable control, including but not limited to:

- severe weather;
 - flood;
 - bushfire;
 - pandemic;
 - epidemic;
 - public health emergency;
 - government restrictions;
 - acts of terrorism;
 - civil unrest;
 - industrial action;
 - Venue closure;
 - utility failure;
 - power outage;
 - telecommunications failure;
 - security incidents; or
 - any other event beyond the Organiser's reasonable control.
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23.3 Cancellation or Postponement

The Organiser may cancel, postpone or modify the Event where reasonably necessary.

As volunteering is undertaken on an unpaid basis, the Volunteer acknowledges that cancellation or postponement does not create any entitlement to compensation.

24. Termination of Volunteer Appointment

24.1 By the Volunteer

A Volunteer may withdraw from the Event at any time by notifying the Organiser within 30 days of the event or as soon as reasonably practicable.

Where possible, Volunteers are encouraged to provide reasonable notice to assist with roster planning.

24.2 By the Organiser

The Organiser may terminate a Volunteer appointment where the Volunteer:

- breaches this Agreement;
 - no longer satisfies any required eligibility requirements;
 - is unable to safely perform allocated duties;
 - fails to comply with reasonable directions;
 - is no longer required due to operational changes; or
 - where termination is otherwise considered reasonably necessary in the interests of the Event.
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24.3 No Employment Rights

Termination of a volunteer appointment does not give rise to any entitlement to:

- wages;
- notice of termination;
- redundancy;
- compensation;
- employee benefits,

except where required by law.

25. Notices

25.1 Method of Giving Notice

Any notice required under this Agreement may be provided by:

- email;
 - telephone;
 - text message;
 - hand delivery; or
 - another method agreed between the parties.
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25.2 Email Communications

The Volunteer acknowledges that email will be the primary method of communication before the Event.

The Volunteer is responsible for ensuring their contact details remain current.

25.3 Changes to Contact Details

The Volunteer must promptly notify the Organiser of any changes to:

- email address;
 - mobile number;
 - emergency contact information.
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26. General Provisions

26.1 Entire Agreement

This Agreement constitutes the entire agreement between the Organiser and the Volunteer in relation to volunteering at Halloween Fest and supersedes all previous discussions or understandings relating to the same subject matter.

26.2 Variation

The Organiser may amend this Agreement where reasonably necessary.

Updated versions will be provided to Volunteers before they take effect where practicable.

Continued participation after notification of an updated Agreement constitutes acceptance of those changes.

26.3 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

26.4 Waiver

Failure by the Organiser to exercise any right under this Agreement does not constitute a waiver of that right. Any waiver must be in writing.

26.5 Assignment

A Volunteer must not assign or transfer their volunteer appointment or responsibilities to another person without the prior written approval of the Organiser.

26.6 Relationship of the Parties

Nothing in this Agreement creates:

- an employment relationship;
- a partnership;
- a joint venture;
- an agency relationship; or
- any entitlement to remuneration,

between the Organiser and the Volunteer.

26.7 Good Faith

The Organiser and Volunteers agree to act honestly, respectfully and in good faith in carrying out their respective responsibilities under this Agreement.

26.8 Survival

The following provisions continue to apply after the Volunteer appointment has ended:

- Confidentiality;
 - Privacy;
 - Release;
 - Indemnity;
 - Limitation of Liability;
 - Governing Law; and
 - any provision which, by its nature, is intended to survive termination.
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26.9 Governing Law

This Agreement is governed by the laws of Tasmania.

The parties submit to the non-exclusive jurisdiction of the courts of Tasmania and any court hearing appeals from those courts.

27. Acceptance of Terms

By accepting a volunteer position, confirming participation by email, completing an online volunteer application, or otherwise participating as a Volunteer at Halloween Fest, the Volunteer acknowledges that they:

- have read and understood this Volunteer Agreement;
- have had the opportunity to ask questions regarding their role and responsibilities;
- understand that volunteering is undertaken freely and without expectation of payment unless otherwise agreed in writing;
- agree to comply with all policies, procedures and reasonable directions of the Organiser;
- understand the risks associated with volunteering at a public event;
- agree to be legally bound by the terms of this Agreement.

Participation in Halloween Fest constitutes acceptance of this Agreement