This waiver and consent form is executed in exchange for the assistance of the Bermuda Media Council Ltd., a company limited by guarantee with its registered office at Suite 1235, 48 Par-la-Ville Road, Hamilton HM11 and its Board members and/or officers or agents (‘the Media Council’) acting on its behalf in resolving a complaint/dispute (the ‘Complaint’) between:


This waiver and consent pertains to all matters arising during the Media Council’s assistance in resolving the Complaint.

I/We recognise that the Media Council is an independent and voluntary body which deals with Complaints for the purpose of conciliating and resolving disputes between members of the public and the media. The Media Council will only assist with Complaints made by complainants who have signed this waiver and consent form.

I/We hereby declare and give my undertaking that, in the event I/we are dissatisfied for any reason with the Media Council’s treatment of the Complaint, I/we shall not take any legal proceedings, bring any action or claim, or seek any remedy from any court or tribunal (‘Proceedings’) against the Media Council or any board member thereof.

I/We understand that the Media Council do not act as legal advisors to any party involved in the dispute. I/We agree that the parties must obtain their own legal advice if they desire it and that they may not rely upon the Media Council for such advice.

I/We agree to indemnify and hold the Media Council harmless in respect of claims or causes of action in connection with or arising from the conduct of any Complaint or any statements, observations, suggestions or implications that it may make in the course of performing its functions in connection with the Complaint.

I/We waive any right to bring any Proceedings against the Media Council in respect of any cause of action or allegation that it has acted wrongfully, in respect of any acts or omissions, whether express or implied, whether by words or deeds, on their part or on the part of their employees or agents, while acting in the course of the Complaint or otherwise. I/WE further agree to indemnify the Media Council in respect of any damages or costs (including legal fees the Media Council may incur in defending any claim), which may arise in connection with any Proceedings.

I/We recognize that a decision of the Media Council is final and that there are no rights of appeal there from and that I/we will not seek to apply for judicial review of any decision of the Media Council.

I/We agree that the Media Council may withdraw its assistance at any time.

I/We agree that I/we will not call the Media Council or its Board Members, or their agents or employees, to act as witnesses in any court of competent jurisdiction to testify to any facts concerning or relating to the subject matter of the Complaint under consideration and neither will I/we apply for disclosure of any documents or information about my case which may have been retained in any file of the Media Council or its Board members.

I/We agree to treat anything said by the opposing party as part of an attempt to resolve the dispute and without prejudice to any subsequent litigation. I/We agree that statements made during the dispute resolution shall not be admissible should this matter result in litigation.

I/We acknowledge receipt of the Media Council procedural rules and agree to abide by them.

I/We consent to these terms and waive the rights herein specified, and acknowledge that I have the right to consult legal counsel before executing this document.

__________________________________________________________________________

Authorised Signature of Complainant                                          Date