

INDEMNITY & DISCLAIMER

Variety - the Children's Charity South Australia - Tent 75 EVENT: 2018 4WD CHALLENGE sponsored by Jarvis Toyota

NAME OF ENTRANT _____ Car No. _____

In consideration of Variety - the Children's Charity permitting the Entrant to take part in the 4WD Challenge, the Entrant agrees that:

1. The 4WD Challenge is a potentially hazardous to those taking part and the Entrant does so at his/her own risk. The Entrant acknowledges that, Variety - the Children's Charity accepts no responsibility for any Claim or Demand.
2. A comprehensive motor vehicle insurance policy or third party property damage insurance policy for the Participant's vehicle includes adequate cover for the Event;
3. The Entrant will comply with all laws and legal requirements and with all directions of the 4WD Challenge Event Management Team regarding safety including, but not limited to, requiring Entrants to undergo alcohol breath tests. Variety - the Children's Charity reserves right to conduct breath testing of drivers for blood and drug content. Anyone that refuses or fails to take a test will be immediately removed from the event. Anyone who exceeds the blood alcohol limited prescribed in the conditions of their driver's licence or tests positive for illegal drugs may also be immediately removed from the event. The 4WD Challenge Event Management Team may also require any Entrant to cease participation in the 4WD Challenge if it is, in his or her opinion, in the interests of safety.
4. This Agreement will not be affected or altered except by Variety - the Children's Charity. The Entrant acknowledges that it has not relied on any representations made by or on behalf of Variety - the Children's Charity.
5. The Entrant indemnifies and holds harmless and will keep indemnified and held harmless
 - (a) Variety - the Children's Charity, from all Claims and Demands, whether known or unknown, by any person against Variety - the Children's Charity arising from or related to, either directly or indirectly, the 4WD Challenge or the carrying out of the 4WD Challenge;
 - (b) Each Landowner from all Claims and Demands, whether known or unknown, by any person against the Landowner arising from or related to, either directly or indirectly, the 4WD Challenge or the carrying out of the 4WD Challenge.
 - (c) Each of the Support Crew, from all Claims and Demands, whether known or unknown, by any person claiming through or under the Entrant against members of the Support Crew arising from or related to, either directly or indirectly, the 4WD Challenge or the carrying out of the 4WD Challenge.
6. The Entrant will not advance, institute, prosecute, cause, procure, finance or support directly or indirectly the advancement, institution or prosecution of any proceeding of whatsoever nature, including (without limitation) any examination, inquiry or investigation, against Variety - the Children's Charity or any Landowner jointly or severally which relates to or touches upon the 4WD Challenge or the carrying out of the 4WD Challenge.
7. To the extent permitted by law, the Entrant releases and forever discharges Variety - the Children's Charity and each Landowner from all Claims or Demands, whether known or unknown arising out of or relating to the 4WD Challenge or the carrying out of the 4WD Challenge.
8. This Agreement is governed by and construed in accordance with all state laws and statutes.
9. The Entrant must comply with the Variety Code of Conduct and 4WD Challenge Rules. The 4WD Challenge Event Management Team may require the Entrant to cease participation in the 4WD Challenge if the Entrant fails to comply with the Variety Code of Conduct and any of the 4WD Challenge Rules.
10. Further conditions of entry may be drawn up by the organiser and will be recorded in a regular Newsletter issued from the Variety office and the Entrant must comply with these further conditions
11. The decision of the 4WD Challenge Event Management Team regarding any matter is final.
12. Definitions In this Agreement:
 - "4WD Challenge" means name of SA Variety 4WD Challenge
 - "4WD Challenge Chairman" means that person nominated by Variety - the Children's Charity to be in charge of the Event.
 - "4WD Challenge Rules & Regulations" means the rules set out in the document produced by Variety - the Children's Charity entitled "4WD Challenge Rules & Regulations".
 - "Claim or Demand" means any claim, demand, action, proceeding, judgment, order, award, damage or costs of any nature.
 - "Entrant" is an individual person that has been accepted to participate in the SA Variety 4WD Challenge and also includes the legal or personal representatives of the person;
 - "Support Crew" means and includes (but is not limited to) each person travelling with a crew and each person assisting that crew in any way including (but not limited to) a mechanic, a member of a mobile workshop crew or supply crew or any person acting in that capacity and their legal or personal representatives;
 - "Landowner" means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person. "Variety" means and includes Variety - the Children's Charity and each of its officers, member, employees, agents and independent contractors and any volunteer assisting it in connection with the 4WD Challenge.

ENTRANTS SIGNATURE

DATE:.....

In the presence of:.....

NOTE: This Indemnity and Disclaimer must be signed by all persons taking part in the Event in any way including but not limited to, the Entrant, crew members, officials, pilots, members of media team, members of the MR team, MT 1, mechanics and vehicle operators. Each signatory must sign in the presence of a witness who is not included in the definition of Variety above in Clause 12. Each witness must sign at the same time as the signatory.

I have read and agree to the terms in the Indemnity & Disclaimer

PLEASE NOTE: THIS FORM IS VERY IMPORTANT AND WILL NEED TO BE RETURNED TO THE OFFICE ALONG WITH YOUR MEDICAL & DIETARY INFORMATION AS SOON AS POSSIBLE.