

INDEMNITY & DISCLAIMER

Variety - the Children's Charity South Australia
EVENT: 2018 SA Variety Bash

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

1. The Bash 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 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 Bash Chairman regarding safety including, but not limited to, requiring Entrants to undergo alcohol breath tests. Variety - the Children's Charity reserves the 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 drivers licence or tests positive for illegal drugs may also be immediately removed from the event. The Bash Chairman may also require any Entrant to cease participation in the Bash 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 Bash or the carrying out of the Bash;
 - (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 Bash or the carrying out of the Bash.
 - (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 Bash or the carrying out of the Bash.
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 Bash or the carrying out of the Bash.
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 Bash or the carrying out of the Bash.
8. This Agreement is governed by and construed in accordance with all State laws and statutes.
9. The Entrant must comply with the Bash Official Rules and by signing this form they agree they have read and understand the document entitled "Bash Official Rules" provided by the Variety office. The Bash Chairman may require the Entrant to cease participation in the Bash if the Entrant fails to comply with any of the Bash Official 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 Bash Chairman regarding any matter is final.
12. Definitions

In this Agreement:

"Bash" means name of SA Variety Bash

"Bash Chairman" means that person nominated by Variety - the Children's Charity to be in charge of the Event.

"Bash Official Rules" means the rules set out in the document produced by Variety - the Children's Charity entitled "Bash Official Rules"

"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 Bash 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 but in a separate 4WD or Bash Car 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 Bash.