INDEMNITY & DISCLAIMER

Variety – the Children's Charity Western Australia

EVENT: 2023 Variety WA 4WD Adventure

NAME OF ENTRANT:_____CAR NO:_____

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

1. The 4WD Adventure 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 Event Coordinator or Event Chairperson 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 Event Coordinator and Event Chairperson may also require any Entrant to cease participation in the 4WD Adventure 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 carrying out of the 4WD Adventure;
   (b) 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 Adventure or the carrying out of the 4WD Adventure.
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 which relates to or touches upon the 4WD Adventure or the carrying out of the 4WD Adventure.
7. To the extent permitted by law, the Entrant releases and forever discharges Variety - the Children's Charity from all Claims or Demands, whether known or unknown arising out of or relating to the 4WD Adventure or the carrying out of the 4WD Adventure.
8. This Agreement is governed by and construed in accordance with all State laws and statutes.
9. The Entrant must comply with the 4WD Adventure Rules and by signing this form they agree they have read and understand the document entitled "Rules & Regulations / Code of Conduct & Official Conditions of Entry" provided by the Variety office. The Event Coordinator or Event Chairperson may require the Entrant to cease participation in the 4WD Adventure if the Entrant fails to comply with any of the 4WD Adventure Rules.
10. The Entrant will advise Variety WA staff of:
    (a) Any overseas travel within the past 14 days
    (b) If at any point you are aware that you have come into contact with a Covid-19 infected person within the past 14 days
    (c) If you have felt any flu like symptoms within the past 14 days.
11. To the extent permitted by State and Federal Governments, the Entrants will adhere to Variety WA Rules and Restrictions in relation to Covid-19, applicable at time of event.
12. 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.
13. The decision of the Event Coordinator or Event Chairperson regarding any matter is final.
14. Definitions
    In this Agreement:
    "4WD Adventure" means Western Australia Variety 4WD Adventure
    "4WDer" an Entrant as below;
    "Event Chairperson" means that person nominated by Variety in charge of the Event.

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"4WD Adventure Rules" means the rules set out in the document produced by Variety entitled '4WD Adventure Rules'.
"Claim or Demand" means any claim, demand, action, proceeding, judgment, order, award, damage or costs of any nature.
"Crew" two to four entrants in one vehicle.
"Entrant" is an individual person that has been accepted to participate in the WA Variety 4WD Adventure and also includes the legal or personal representatives of the person;
"Event Coordinator" means the person employed by Variety WA to work in a partnership with the Event Chairperson to coordinate the 4WD Adventure.
"Event Worthiness" means checking of the vehicle by VWA officials or persons authorised to carry out the inspection to ensure its compliance with the requirements of the 4WD Adventure. It does not mean that VWA is satisfying the roadworthiness or safety of the vehicle.
"Officials" all people designated by Variety to be Officials
"Support Crew" means and includes (but is not limited to) each person travelling with a crew but in a separate 4WD 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;
"Team" any more than one crew
"Variety" means and includes Variety – the Children's Charity and each of its officers, members, employees, agents and independent contractors and any volunteer assisting it in connection with the 4WD Adventure.
"Vehicle" means a four wheel drive motor vehicle also known as a 4WD Car.
"Variety WA" means and includes Variety WA Incorporated, VWA and each of its officers, members, employees, agents and independent contractors and any volunteers assisting it in connection with the 4WD Adventure.

ENTRANTS SIGNATURE _____ DATE: _____

In the presence of: _____

NOTE: This Indemnity and Disclaimer must be signed by all persons taking part in the event in anyway including but not limited to, the Entrant, crew members, officials, pilots, member s of media team, members of a mobile workshop team, 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 14. Each witness must sign at the same time as the signatory.

☐ I have read and agree to the terms in the Indemnity & Disclaimer as outlined above

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