|  |
| --- |
| **Important Notice**1. This event is a potentially hazardous event to those taking part and the participant does so at his/her own risk.
2. As a participant on the 2024 Central West Charity Tractor Trek you are partaking in an event where there may be traffic hazards.
3. If you are under the age of 18 you will need the signature of a parent or legal guardian.
4. Please read, sign and return this indemnity and disclaimer to The Central West Charity Tractor Trek Group.
5. By completing and signing this indemnity and disclaimer you are agreeing to take part in the 2024 Central West Charity Tractor Trek event at your own risk.
 |

**Name of Participant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **D.O.B:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_\_\_\_

1. I understand that if my tractor is being transported that the owner of the truck and/or truck driver can’t be held responsible for any damage caused to my tractor whilst being transported.

**Yes / No**

**In consideration of The Central West Charity Tractor Trek Group Inc. permitting the participant to take part in the 2024 Central West Charity Tractor Trek, the participant agrees that:**

1. The comprehensive motor vehicle insurance policy or third party property damage insurance policy for the participant’s vehicle includes adequate cover for the event
2. This indemnity operates according to its terms and shall not be read down nor shall the indemnity or disclaimer be affected or altered in any manner, term or conditions notwithstanding that the participant may have been induced to participate in the event by representations made by or on behalf of Central West Charity Tractor Trek Group Inc.
3. The participants shall not make any claim or demand against The Central West Charity Tractor Trek Group Inc., any participant support crew, any landowner or any venue operator for any reason whatsoever in connection with the event, including (but not limited to) any claim or demand howsoever arising as a result of any action, default, omission or negligence of:
4. Central West Charity Tractor Trek Group Inc.
5. Any landowner over whose property the participants may travel whilst participating in the event, or in relation to or arising out of the event.
6. Any venue operator whose venue forms part of the event, or in relations to or arising out of the event and the participant releases these parties from any claim or demand that has arisen or may arise in the future in connection with this event.
7. The participant hereby indemnifies and shall keep indemnified Central West Charity Tractor Trek Group Inc., each participant’s venue operator from and against every claim or demand arising out of or in any way connected with any action, default omission, or negligence of the participant or any participants support crew brought by anyone, including any third party whether or not the third party takes part in or is otherwise connected to the event.
8. This indemnity shall be governed by and construed in accordance with the law of New South Wales being the State of Incorporation of The Central West Charity Tractor Trek Group Inc.
9. The participant will pay all entry fees and other charges imposed by The Central West Charity Tractor Trek Group Inc. in respect of the event.
10. Definitions:
* “Claims or Demands” means any claim, demand, action, proceeding, judgement, order, award or damages or costs of any nature whatsoever.
* “Event” means a planned public or social occasion. Something that happens or is regarded as happening; an occurrence, especially one of some importance.
* “Participant” includes the legal or personal representatives of the participant.
* “Participant Support Crew” means and includes (but is not limited to) each person travelling with the participants in his vehicle and each person assisting the participant in any way including (but not limited to) a mechanic, a member of a mobile workshop team or supply team or any person acting in that capacity and the legal or personal representatives.
* “Landowner” means and includes the owner, leasee or occupier of any land and any employee, agent or independent contractor of any such person.
* “Central West Charity Tractor Trek Group Inc.” means and includes Central West Charity Tractor Trek Group Inc. and each of the current and former officers, members, volunteers, agents and independent contractors of Central West Charity Tractor Trek Group Inc. or any of their Related Bodies Corporate.
* “Related bodies corporate” means related bodies corporate as that term is defined in the Corporations Act 2001.
* “Venue operator” means and includes the owner, leasee or occupier of any hospitality and/or entertainment venue and any employee, agent or independent contractors of any such person or entity.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the presence of (witness) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Participant (16 minimum age required)

**Parent / Legal Guardian (IF participant is under the age of 16):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_\_\_**

**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 participants, crew members, officials, drivers, members of the media, members of mobile workshop teams, mechanics and truck operators. Each signatory must sign in the presence of a witness. Each witness must sign at the time as the signatory.