



INDEMNITY & DISCLAIMER FORM TO VARIETY, THE CHILDRENS CHARITY (NSW)

ABN 38 003 354 934

707 Darling Street ROZELLE 2039

CFN 13396

FAX: 02 9555 1594



EVENT: 2010 VARIETY NSW NRMA INSURANCE B SHED TO BYRON BAY BASH

NAME OF PARTICIPANT: _____

ADDRESS: _____

CAR No: _____

In consideration of Variety, The Childrens Charity (NSW), hereinafter known as Variety, permitting the Participant to take part in the Event in any capacity, the Participant acknowledges that:

1. the Event is a potentially hazardous event to those taking part and the Participant does so at his/her own risk;
2. the Participant must take out and maintain a comprehensive motor vehicle insurance policy and/or a third party property damage insurance policy for the Participant's vehicle including adequate cover for the Event, and the Participant must not do or suffer to be done any thing which would enable an insurer to avoid or deny a claim under any such policy.
3. 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 condition notwithstanding that the Participant may have been induced to participate in the Event by representations made by or on behalf of Variety;
4. the Participant shall not make any claim or demand against Variety or against any Landowner for any reason whatsoever including (but not limited to) any Claim or Demand howsoever arising as a result of any action, default, omission or negligence of:
 - a) Variety or;
 - b) any Landowner over whose property the Participant may travel whilst participating in the Event, or in relation to or arising out of the Event;

and to the fullest extent permitted by law the Participant hereby indemnifies and shall keep indemnified Variety from all liabilities, Claims or Demands which but for this Indemnity the Participant may have against Variety or a Land owner and hereby indemnifies and shall keep indemnified Variety and each Landowner in respect of any Claim or Demand brought by (or on behalf of) the Participant against Variety or any Landowner;

5. the Participant hereby indemnifies and shall keep indemnified Variety and each Landowner from and against each and every Claim or Demand arising as a result of any action, default, omission, or negligence of the Participant brought by (or on behalf of) any Landowner or any third party whether or not the third party takes part in or is otherwise connected with the Event.
6. the Participant must comply with all laws in force for the time being and must indemnify and keep Variety indemnified against any Claim or Demand arising out of a breach or alleged breach of any law by a Participant.
7. this Indemnity shall be governed by and construed in accordance with the law of New South Wales being the State of incorporation of Variety;
8. the Participant will pay all entry fees and other charges imposed by Variety in respect of the Event;
9. "Claim or Demand" means any claim, demand, action, proceeding, judgement, order, fine, penalty, sentence, award of damage or costs of any nature whatsoever;

"Participant" includes the legal or personal representatives of the Participant;

"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 Childrens Charity (N S W) - Tent 56 and each of its officers, members, employees, agents and independent contractors and any volunteer assisting it in connection with the Event.

SIGNED: _____

Participant

DATE: _____

(in the presence of) _____

Witness

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 Participant's, crew members, officials, pilots, members of the media, members of mobile workshop teams, mechanics and truck operators. Each signatory must sign in the presence of a witness who is not included in the definition of Variety above in Clause 9. Each witness must sign at the same time as the signatory.