

Participant Waiver

Agreement, waiver, release of claims, warning of risk and assumption of risk

You must read this document carefully before signing. This waiver has important legal consequences and may limit or eliminate the ability of you or your representatives to bring future legal actions or obtain compensation, including in the event of your injury or death. It is a condition of your entry into and participation in the 2019 Drover's Run 4WD Outback Adventure (the Event) that you accept these terms and conditions. If you do not accept all the below terms and conditions, you must not enter or participate in the Event. For competitors under the age of 18 years, a parent or guardian must read this document carefully before signing and accepting the below terms and conditions on behalf of the participant.

I understand, by accepting these conditions, I accept and agree to all of the following statements in exchange for being permitted to participate in the 2019 Drover's Run Outback Adventure (**the Event**).

1. I acknowledge and accept that participation in the Event may involve the risk of temporary or permanent physical injury or harm or even death, arising from various hazards including but not limited to: **personal injury, slippery and uneven surfaces, breakages or defects of or to equipment, failure or unsuitability of a participant's equipment (including vehicle and equipment), burns, dehydration, accidents with other participants, providers of facilities associated with the event including accommodation**].
2. I acknowledge and accept that injury or death may result not only from my actions (including physical exertion) but also from the actions, omissions or negligence of other people in connection with the Event.
3. I understand and agree that participation in the Event, separately and cumulatively, may constitute a "dangerous recreational activity" under the *Civil Liability Act 2002* (NSW).
4. I warrant I have sufficient and necessary competence, training and experience to participate in the Event.
5. Prior to participating in the Event, I have had the opportunity to consult a medical practitioner. I agree it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in the Event, and I undertake to withdraw from the Event and not participate if on the date of the Event I am not in good health and proper physical condition. I warrant that I have no physical, medical or mental conditions of which I am aware or should be aware that would affect my ability to safely participate in the Event, or which would result in my participation creating a risk of danger to myself or others, greater than the risk assumed by a healthy person of a similar age as me. **I further warrant I have not been advised or cautioned by a medical practitioner not to participate in the Event.**
6. I consent to receiving any first aid and medical treatment which may be deemed advisable in the event of accident, injury and/or illness as a result of my involvement in the Event.
7. I acknowledge that Northern NSW Helicopter Rescue Service Limited is not the owner of the Event site, which may include public land, and I understand and agree that the owner(s) of the event site owes no duty of care or contractual obligations to me.
8. I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at the Event. I agree that I am solely responsible for the security my personal possessions and equipment before, during and after the Event.
9. In consideration of being allowed to participate in the Event, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):
 - (a) to the maximum extent permitted by law, agree that Northern NSW Helicopter Rescue Service Limited including its respective officers employees, agents, events sponsors, volunteers, community organisations, support groups, all State, Federal and Local Government authorities in which jurisdiction the Event may be staged and the owners, licensees or occupiers of any property which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personnel are not liable to any person whether in contract, tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by me, whether consequential, direct or indirect, caused by or connected with my participation in the Event (collectively referred to as the "harm"), including harm suffered by me due to any person's negligence; and
 - (b) **irrevocably indemnify release and hold harmless** the persons or entities mentioned in paragraph 9(a) (the **Organisers**) from and against any and all liabilities, claims or actions (including for negligence) whatever or however caused, arising as a result or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my support crew or any person assisting me.
10. I accept the Event policies and conditions relating to communications, search, rescue and medical aid arrangements and all other policies published by the Organisers and each of which will be made available on my request.
11. I understand and agree that any safety precautions undertaken by the Organisers (such as supervision, safety briefings, and safety checks) are a service to me and other competitors but do not guarantee my safety or avoidance from harm.
12. I understand the respective Organisers' public liability insurance is limited and does not (and is not required by me to) cover or protect me from any injury or damage I cause or contribute to, whether to me or to others, or any loss or harm I sustain or caused by me whilst participating in the Event (and before and after the Event) and I am advised to obtain, and I remain responsible for obtaining, my own insurances and cover (including full private health insurance and adequate income protection insurance).
13. I understand the Organisers reserve the right to alter the advertised course or close, postpone, reschedule or cancel the Event at their discretion, including for the following reasons: if natural or man-made emergencies make administering the Event unreasonable due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason (at the organisers' discretion), and that my entry fee will be non-refundable.
14. I agree to act appropriately at all times at the Event, including obeying all laws, regulations, Event rules and the directions of Event officials and I understand that my entry may be voided if through my actions or behaviour, in the opinions of the Organisers, I have broken these rules, any law or regulation or brought the Event into disrepute. I further understand that the Organisers reserve the right to reject any entry without having to justify or give reasons for their actions.
15. I also acknowledge that I, or any person driving the vehicle registered for the event, must obey all relevant road rules both State and Local during the duration of the event and that in the event of any breakdown or mishap incurred during the event, all relevant costs will be borne by myself including vehicle recovery if necessary.

16. I agree to ensure my vehicle is presented in a manner capable of enduring the physical and environmental challenges of the proposed route and that any costs associated with vehicle repair during the event will be the responsibility of myself as the person registering for the event.
17. I acknowledge that persons under the age of eighteen years are not eligible to participate in the Event unless with specific written permission of the Event organiser
18. I acknowledge that any driver in charge of the vehicle during the event will hold a valid drivers licence
19. I acknowledge that the vehicle being entered has current registration in an Australian State
20. I acknowledge that no caravans, camper trailers or trailers of any kind are permitted to be towed during the Event, specifically between Oodnadatta and Birdsville while crossing the area known as The Simpson Desert, unless written permission is given by the Event organiser
21. I acknowledge that the vehicle being entered will be insured – both third party property damage and comprehensively
22. I acknowledge that during the event, given the uncertain and changing terrain and environment, and hazards both natural and man-made, that the vehicle may be damaged during the Event.
23. I grant permission to Northern NSW Helicopter Rescue Service Limited (and its affiliates or contractors) to record and photograph my involvement in the Event (the “**Recordings**”) and to use such Recordings (including all content on those Recordings) in any media and for any purpose without my consent or crediting me and without payment and/or compensation to me. The Recordings are the sole property of Northern NSW Helicopter Rescue Service Limited to use for any purpose, including but not limited to its promoting, advertising and marketing activities. To the extent I may own the Recordings or any content in the Recordings, I hereby assign the Recordings and such content to Northern NSW Helicopter Rescue Service Limited.
24. I understand my email address may be used to communicate information about this and other sports events and or competitions from which I may unsubscribe to at any time.
25. I acknowledge and accept that if alternative arrangements are made for individuals to collect an Event registration pack on my behalf no responsibility will be allocated against the Organisers in case of loss, theft or damage.
26. I understand that my registration for the Event is not transferable to other people. If I am unable to compete, or if the Event is cancelled, my registration fee is non-refundable.
27. I understand that this participant waiver constitutes a “risk warning” under the *Civil Liability Act 2002* (NSW).

I have read and fully understand the above important information, warning of risk, assumption of risk, waiver and release of claims and certify I am 18 years of age or older.