WESCARPADE 2021
INDEMNITY & DISCLAIMER TO CAMP QUALITY

In consideration of Camp Quality permitting the Participant to take part in the Event in any capacity, the Participant agrees 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 or third party property damage insurance policy for the Participant's vehicle including adequate cover for the Event;
3. This Indemnity operates according to its terms and shall not be read down nor 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 Camp Quality;
4. The Participant shall not make any Claim or Demand against Camp Quality, any Official Support Crew, any Landowner or any 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:
   a. Camp Quality;
   b. Any Event Official Support Crew
   c. Any Landowner over whose property the Participant may travel whilst participating in the Event, or in relation to or arising out of the Event; or
   d. Any Operator whose service forms part of the event, or in relation 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 the Event.

   The Participant indemnifies and shall keep indemnified Camp Quality, each Official Support Crew, each Landowner and each Operator from all liabilities, Claims or Demands which but for this Indemnity the Participant may have against these parties;
5. The Participant indemnifies and shall keep indemnified Camp Quality, any Official Support Crew each Landowner and each 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 with the Event;
6. This Indemnity shall be governed by and construed in accordance with the law of New South Wales being the State of Incorporation of Camp Quality;
7. The Participant will pay all entry fees and other charges imposed by Camp Quality in respect of the Event; and
8. Camp Quality is not responsible whatsoever, for any event that the Participant runs for the purposes of fundraising for the Event.

Definitions:

"**Camp Quality**" means and includes Camp Quality Limited and its Related Bodies Corporate and each of the current and former directors, officers, members, employees, agents and independent contractors of Camp Quality or any of their Related Bodies Corporate and any volunteer assisting any of the foregoing in connection with the Event;

"**Claim or Demand**" means any claim, demand, action, proceeding, judgement, order, award of damages or costs of any nature whatsoever;

"**Event**" means Camp Quality run event. This also includes all pre-event activities; a planned public or social occasion. Something that happens or is regarded as happening; an occurrence, especially one of some importance

"**Landowner**" means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person;

"**Official Support Crew**" means a team of two or more that has been assigned a specific task by Camp Quality for the entire duration of the event. These include all OV, Luggage, FAV, MW, OKA and AMBO vehicles as outlined in the event documentation under "List of Officials";

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

"**Participants Support Crew**" means and includes (but is not limited to) each person travelling with the Participant in his / her vehicle and each person assisting the Participant in any way including (but not limited to) a mechanic or supply team or any person acting in that capacity and their legal or personal representatives. A Participants Support Crew is NOT an Official Support Crew;

"**Related Bodies Corporate"** means related bodies corporate as that term is defined in the *Corporations Act 2001* (Cth).

"**Operator"** means and includes the owner, lessee or occupier of any hospitality and or entertainment venue and any employee, agent or independent contractor of any such person or entity.

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, members of the media, and members of mobile workshop teams. Each signatory must sign in the presence of a witness and each witness must sign at the same time as the signatory.