



# Toyota Land Cruiser Club of Australia Willowglen 4x4 Challenge 2019

## Acknowledgement, Waiver and Release

1. The Toyota Land Cruiser Club (TLCC) of Australia (ABN: 49 003 174 785) ("**Organiser**") is the organiser of the TLCC Willowglen 4x4 Challenge ("**Event**") to be held at the Organiser's Willowglen property at Tarago, New South Wales ("**Property**") on 4 October to 6 October 2019.
2. The Event is a driving skills competition that requires teams to navigate a four-wheel drive vehicle over a predefined course located on the Property ("**Course**"). Each team comprises of a driver and a navigator.
3. The participant whose signature appears below ("**Participant**") enters into this agreement in consideration of the Organiser allowing the Participant to enter the Event.

### Acknowledgment of Risk

4. The Participant acknowledges, now and always, the following:
  - a. participation in the Event:
    - ◆ is an intrinsically dangerous activity, such as may result in personal injury, illness or death;
    - ◆ involves greater risks, dangers, and hazards than those normally associated with off-road driving and navigation;
    - ◆ requires a much higher level of skill and ability than that required in normal off-road driving and navigation;
  - b. the Course and Property contain natural and man-made hazards which may or may not be marked and include (but are not limited to) irregular and variable terrain (holes, waterways, sloping ground, land surfaces offering little or no wheel traction), unpredictable actions of other participants, spectators, Organiser personnel and supporting agencies, and weather conditions;
  - c. the Organiser makes no representations as to the suitability of the Course or Property nor as to the suitability of the weather for the Event;
  - d. by reason of the location and terrain of the Property; rescue and medical treatment may not be readily available in the event of an accident thus creating a further risk due to delay in the treatment of personal injury.

### Declaration

5. The Participant represents and acknowledges that:
  - a. he or she:
    - ◆ has been warned that there are many risks associated with participation in the Event, not all of which are foreseeable;
    - ◆ fully and freely accepts the risks, dangers and hazards associated with participation in the Event;
    - ◆ has sufficient skill and experience to safely and properly participate in the Event;
    - ◆ is responsible for providing his or her own vehicle and the condition, safety and suitability of the vehicle he or she uses in the Event, is his or her personal responsibility;
    - ◆ has read and understood the rules governing the Event, and will abide by those rules for the duration of the Event;
    - ◆ will co-operate with the directions of the Organiser's personnel for the duration of the Event;
    - ◆ will conduct themselves in a safe and responsible manner for the duration of the Event.
  - b. The Organiser encourages safety at the Event, but any involvement in the Event is undertaken at the Participant's own risk.

## Release

6. The Participant hereby:

- a. waives, releases and discharges the Organiser and any and all of its members and Officials from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable or unforeseeable risks or claims or actions of any kind (including breach of contract and negligence) whatsoever and however occurring as a direct or indirect result of, or in connection with, his or her participation in the Event; and
- b. releases the Organiser and any and all of its members and Officials from all actions, demands, claims for costs, charges, damages, liabilities and expenses which the Participant or any other person may have now or in the future against the Organiser for any death or personal injury (as that term is defined in section 68B of the Trade Practices Act 1974) that the Participant may sustain or incur whether directly or indirectly, as a result of any failure by the Organiser to conduct the Event with due care and skill.

## Contributory Negligence

7. Whether or not any foregoing exclusion, limitation, waiver or release of the Organiser's liability to the Participant is found to be ineffective in whole or in part, the Organiser's liability to the Participant for loss or damage of any kind arising out of the Participant's participation in the Event is reduced to the extent (if any) that the Participant (or any person for whose acts or omissions the Participant is responsible) causes or contributes to the loss or damage. This reduction applies whether the Participant's liability is in contract, tort (including negligence), under any statute or otherwise.

## Indemnity

8. In consideration for the Organiser allowing the Participant to enter the Event, the Participant agrees to indemnify and hold harmless the Organiser and any and all of its members and Officials from any and all liabilities, claims or actions (including negligence) whatsoever or however caused arising as a result of or in connection with, directly or indirectly, the Participant's participation in the Event and/or act or omission by the Participant in relation to the Event.
9. The indemnities in this agreement are continuing obligations, independent of any other obligations of the Participant under this agreement and continue after this agreement ends. It is not necessary for the Organiser to incur expense or make payment before enforcing a right of indemnity under this agreement.

## Governing Law

10. This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

THE PARTICIPANT ACKNOWLEDGES HAVING READ THIS DOCUMENT, UNDERSTOOD IT AND, IN PARTICULAR, ACKNOWLEDGES THAT BY SIGNING IT, IMPORTANT LEGAL RIGHTS ARE BEING GIVEN UP.

**Proposed role** – tick the role you are fulfilling  **Driver**  **Navigator**  **Team Manager**

**Dated:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**SIGNED** by the Participant in the presence of:

Signature of Participant \_\_\_\_\_

Name of Participant: *(please print)* \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Name of Witness: *:(please print)* \_\_\_\_\_