



Acknowledgement, Release and Indemnity

Hay Rust n Dust Outback Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant

Each Participant acknowledges and agrees that:

1. Participation in the Hay Rust n Dust Outback Rally is potentially dangerous and there are risks, and dangers associated with participation in it. These risks and dangers include but are not limited to: the nature of the vehicles in the rally (being “shit boxes”); traffic accidents; collisions with wildlife, pedestrians, vehicles, other drivers and / or fixed or moving objects; and the negligence of other drivers. Risks may also arise from a number of features of the Hay Rust n Dust Outback Rally, including the nature of the activities undertaken as part of, or associated with, the Hay Rust n Dust Outback Rally, the roads travelled upon, the distances to be driven, the remote locations covered by the Hay Rust n Dust Outback Rally, and the nature of accommodation. Furthermore, participation in the Hay Rust n Dust Outback Rally may result in strenuous physical exertion, serious bodily injury, and / or death to Participants or to others;
2. They have considered and accepted the risks and dangers associated with participating in the Hay Rust n Dust Outback Rally (including, without limitation, those set out above), are participating freely in it, and have not relied on any representation, advice, statement or information of any kind provided by or on behalf of the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants, the Beneficiaries or the Sponsors;
3. They accept that the Hay Rust n Dust Outback Rally have advised that each vehicle will require Third party & Property damage insurance and without such insurance their car will not pass scrutineering and they will not be allowed to participate in the event.
4. They are responsible for the vehicle/s they enter in the Hay Rust n Dust Outback Rally, including any damage to the vehicle or damage caused by the vehicle to any property or person;
5. They are responsible for any claims, demands, causes of action, prosecutions or proceedings made or brought against them arising from any acts, events, occurrences or omissions during the Hay Rust n Dust Outback Rally; and to the fullest extent permitted by law, they release the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants, the Beneficiaries and the sponsors, from any claim (including any right to seek contribution or indemnity), which a Participant may otherwise have in respect of any such claims, demands, causes of action, prosecutions or proceedings.

6. To the fullest extent permitted by law, each Participant agrees to indemnify and keep indemnified the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants including but not limited to the following persons, Jasen Crighton “The Director”, Beneficiaries and the Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants, the Beneficiaries or the Sponsors:
7. In respect of any claim, demand, cause of action, prosecution or proceeding arising directly or indirectly from any act, event, occurrence or omission of that Participant occurring during or in any way in connection with the Hay Rust n Dust Outback Rally; or
8. As a result of any damage, injury or death to, or caused or contributed to by, the Participant during the Hay Rust n Dust Outback Rally.
9. To the fullest extent permitted by law, none of the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants including but not limited to the following persons Jasen Crighton “the director”, beneficiaries or the Sponsors will be liable for any loss or damage whatsoever suffered or incurred by a Participant resulting from or incidental to participation in the Hay Rust n Dust Outback Rally, whether direct, indirect or consequential, and including (without limitation) loss of income, loss of profits, loss of bargain, and medical, legal, travel, insurance or mechanical costs or expenses, or
10. Any personal injury or death suffered or sustained by a Participant participating in the Hay Rust n Dust Outback Rally howsoever arising (including but not limited to by reason of any of the Hay Rust n Dust Outback Rally Organizers’, the Hay Rust n Dust Outback Rally Assistants’, the Hay Branch of Can Assist or the Sponsors’ negligence, breach of contract, or breach of statutory or other legal duty) except for any liability which cannot be excluded by law, and all and each Participant releases the Hay Rust n Dust Outback Rally Organizers, the Hay Rust n Dust Outback Rally Assistants, the Director Can Assist and the Sponsors from any such liability.
11. Each Participant must sign this **Hay Rust n Dust Outback Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant** (which reasonably reflects the acknowledgments, releases and indemnities set out in above paragraphs) and provide it to the Hay Rust n Dust Outback Rally Director prior to the start of the rally, 28th November 2019.
12. The Hay Rust n Dust Outback Rally Organizers reserve the right to modify these Terms and Conditions in their absolute discretion. The Hay Rust n Dust Outback Rally Organizers will endeavor to notify Participants of any modified Terms and Conditions as soon as is practicable. Participants shall be deemed to have accepted any modified Terms and Conditions by participating in Hay Rust n Dust Outback Rally.
13. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Hay Rust n Dust Outback Rally Organizers and which prevents the Hay Rust n Dust Outback Rally Organizers from complying with these Terms and Conditions, the Hay Rust n Dust Outback Rally Organizers will not be liable for any failure to perform or delay in performing their obligations and the Hay Rust n Dust Outback Rally Organizers reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend Hay Rust n Dust Outback Rally.

14. The Hay Rust n Dust Outback Rally Organizers require each Participant's personal information in order to conduct Hay Rust n Dust Outback Rally. If a Participant does not provide the mandatory personal information requested, then the Participant will not be able to participate in Hay Rust n Dust Outback Rally. By participating in Hay Rust n Dust Outback Rally, each Participant is taken to consent to the Hay Rust n Dust Outback Rally Organizers using the Participant's personal information to administer Hay Rust n Dust Outback Rally and disclosing the Participant's personal information to organizations that assist the Hay Rust n Dust Outback Rally Organizers with administering Hay Rust n Dust Outback Rally, and to third parties as required by law. The Hay Rust n Dust Outback Rally Organizers are bound by the National Privacy Principles in the Privacy Act 1988 and by participating in Hay Rust n Dust Outback Rally, each Participant is taken to consent to the Hay Rust n Dust Outback Rally Organizers' privacy policy available upon request. By participating in Hay Rust n Dust Outback Rally, each Participant also consents to the Hay Rust n Dust Outback Rally Organizers using their personal information for future marketing purposes, unless otherwise advised by the Participant. A Participant may access and correct any personal information held by the Hay Rust n Dust Outback Rally Organizers, upon request to the Hay Rust n Dust Outback Rally Organizers.
15. The entry by each participant forms a contract between each Participant and the Hay Rust n Dust Outback Rally Organizers (including these Terms and Conditions), and the 2019 Hay Rust n Dust Outback Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant, are each governed by the law in force in New South Wales, Australia.

