



## Riverina Redneck Rally Terms & Conditions, Release of Indemnity

### **ANY PERSON ENTERED IN RIVERINA REDNECK RALLY, MUST SIGN THIS AGREEMENT.**

Riverina Redneck Rally is the name used by registered business Riverina Car Rally (ABN 16220393018) for the Rally as outlined in these Terms & Conditions.

BY COMPLETING THIS APPLICATION AND PARTICIPATING IN THE RIVERINA REDNECK RALLY, YOU (A) ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN; and (B) AGREE TO TENDER PAYMENT OF THE ENTIRE REGISTRATION FEE (ALL ENTRY FEE PAYMENTS ARE FINAL AND NON-REFUNDABLE).

The Riverina Redneck Rally is not a race. You must not compete in any manner with other participants. You must not place any bets of any kind in relation to the Rally. You must drive safely and with proper courtesy to all other participants and members of the public. You must not drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, medically intoxicated, under the influence of illegal substances or any other condition that will put you and your surrounding Rally participants, general driving public, pedestrians, and any other persons or property at risk in any way whatsoever.

You must comply with all applicable laws and regulations of the State in which you are present at any given time during the Rally, including but not limited to all speed regulations, laws of the road, laws relating to the safety of your vehicle and operation of your vehicle, laws relating to registration of your vehicle, laws relating to your personal license to operate a vehicle, insurance laws relating to your operation of your vehicle, and laws relating to the possession or use of alcohol, drugs or other prohibited substances. The Riverina Redneck Rally Staff reserves the right to prohibit you from participating further in the Rally for any single violation of the foregoing or of any terms and conditions contained herein.

The Rally is open to all 2WD models, makes and years of vehicles. To make sure your experience runs as smoothly as possible, Riverina Redneck Rally will not accept more than 40 cars.

Any participant or passenger in a Rally vehicle (a "Participant") must be over 18 years of age and hold a drivers license (not a learners license).

Riverina Redneck Rally Directors, volunteer staff and consultants accept no responsibility for and shall not be liable to any Participant for the consequences of a Participant's actions or omissions in participating in the Rally, including but not limited to being cited, charged, prosecuted, or prohibited from participation arising from the improper conduct of a Participant at any location, stop, facility, establishment, public road, or any other place a Participant is present during the Rally.

Each Participant shall obtain appropriate insurance covering your participation in the Rally and shall provide proof of such insurance in a form satisfactory to Riverina Redneck Rally staff should they request such documentation. Appropriate insurance includes, without limitation, third party liability, ambulance cover (Australia wide).

Each Participant must have a legal and valid vehicle registration and drivers license with name of Participant matching such Participant's vehicle.

Each Participant must be completely sober while operating any motor vehicle. Each Participant must NOT consume alcohol while driving nor drive under the influence of alcohol or any other intoxicating substance at any time.

You will indemnify the Riverina Redneck Rally directors and staff against any and all claims, lawsuits or causes of action of any kind arising from the Rally and brought by any third party as a result of Participant's actions, omissions or participation in the Rally, including but not limited to Participant's violation of any Federal or State laws, ordinances or regulations, or Participant's breach of any terms and conditions contained herein.

Riverina Redneck Rally Staff is not responsible if it cannot fulfill its obligations due to fire, earthquake, epidemic diseases, cyclone, flood, aridity, strike, lightning, revolution, terrorist activities and similar troubles.

Participant agrees to have the Riverina Redneck Rally logo and any other logos designated by Riverina Redneck Rally Staff, including but not limited to official Rally sponsors, attached to Participant's vehicle during the entire Rally. Participant may not obscure or alter such logos and must keep them clean and readily visible at all times during the Rally. Riverina Redneck Rally Staff will not be responsible for claims of damage to vehicle finishes as a result of the application or removal of such logos.

Once accepted to participate in the Rally, Participant must tender payment of the Team Registration Fee in the amount of \$600 within 14 days or risk losing Participant's place in the Rally. Once a Participant is accepted to participate in the Rally and has tendered the Team Registration Fee, the Team Registration fee is non-refundable and will not be returned under any circumstances, including but not limited to Participant's inability to participate for any reason. The remaining payment of the Meal and Accommodation fee \$600 is due two months prior to the commencement of the event on March 18, 2017 and is due on or before (January 12th, 2017).

The Riverina Redneck Rally Staff reserves the right to refuse participation in or to cancel the Rally at any time for any reason whatsoever. In case of the cancellation of the Rally or the refusal to allow Participant to participate, no refunds of the entry fee will be made.

Participant is only entitled to take photographs and film footage of Participant's participation in the Rally for non-commercial purposes (that is for personal and private use only). Specifically, Participant is not entitled to reproduce or use photographs or footage of the Rally on any website, in any printed media or matter or in any television program without first obtaining the prior written consent of the Riverina Redneck Rally Staff.

By participating in the Rally, Participant consents to be photographed and to be included in the filming of footage documenting the Rally. Participant hereby waives any and all rights of publicity or privacy and grant the Riverina Redneck Rally Staff full and complete permission to utilize and exploit Participant's appearance in the Rally in any and all manner and media. Participant further agrees that the Riverina Redneck Rally Staff has the sole discretion to use or refuse to use any photographs or footage in which Participant appears, and that if the Riverina Redneck Rally Staff does use such photographs or footage, it may be edited at the Riverina Redneck Rally Staff's sole discretion. Participant consents to the use of your name, image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. Participant expressly releases the Riverina Redneck Rally Staff from and against any and all claims which Participant has or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

The Riverina Redneck Rally Staff reserves the right to change these terms and conditions from time to time subject to notifying Participants of the changes. Participant shall be deemed to have accepted the amended terms and conditions by participating in the Rally.

These terms and conditions, this agreement and Participant's participation in the Rally shall be governed in accordance with the Federal and State laws. By completing the entry form, participating in the Rally, and accepting these terms and conditions, Participant is entering into a legally binding agreement with Riverina Redneck Rally to participate in the Rally on these terms and conditions.

Participant understands that while the Riverina Redneck Rally Staff will endeavor to keep Participant's personal information secure, Riverina Redneck Rally Staff does not accept any responsibility should loss or theft of this information occur. Participant consents to its personal details being passed on to other third parties that the Riverina Redneck Rally Staff deems appropriate.

### **Risks Associated with Participation**

Participant acknowledges and realizes that participation in the Rally is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, Participant fully understands and realizes that participation in the Rally may result in serious bodily injury and/or death to Participant, or others. Participant further realizes and understands that the route of the Rally will require driving on public roadways upon which the hazards of traveling are to be expected. Further, Participant realizes that participation in the Rally will require

strenuous physical exertion as participants will be required to drive for very long periods of time, including the risk of driving through inclement weather.

### **Assumption of the Risks**

With full knowledge and understanding of the risks associated with participation in the Rally, Participant enters the Rally voluntarily and fully accepts and assumes every such risk for loss, damage, or injury (including death).

### **Compliance with Terms and Conditions of Entry**

Participant agrees to comply with all the Rally's terms and conditions of entry. Participant acknowledges and understands that the Riverina Redneck Rally Staff will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions.

### **Release of Liability**

In consideration for being permitted to participate in the Rally, Participant hereby waives, releases, and forever discharges, for Participant, its heirs, executors, administrators and legal representatives, any and all rights and/or claims which Participant has, may have, or may hereafter accrue to Participant against the Riverina Redneck Rally Staff (and its directors, volunteer staff, consultants) and Rally sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by Participant or its vehicle directly or indirectly arising out of Participant's participation in the Rally (including the application of emergency or medical services at the Rally) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise nothing in these Terms and Conditions shall be construed as excluding or limiting the Riverina Redneck Rally Staff's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, Participant covenants not to sue the Riverina Redneck Rally Staff (and its directors, volunteer staff, consultants) and Rally sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by Participant directly or indirectly arising out of Participant's participation in the Rally. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of Participant's participation in the Rally (including all legal costs associated with such claims).

### **Indemnity**

Participant hereby agrees to release, defend, indemnify, and hold harmless the Riverina Redneck Rally Staff (and its directors, volunteer staff, consultants) and Rally sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of Participant's actions or otherwise from Participant's participation in the Rally whether made or claimed during or after the Rally, including all associated costs and expenses and any amounts which the Riverina Redneck Rally Staff may pay as a settlement or compromise of any such claims or liabilities.

### **Personal Acquisitions**

The entry fee into the Riverina Redneck Rally does NOT include personal acquisitions or other expenses and disbursements incurred while staying in the provided accommodation, fines of any sort, or damage caused at any venue visited, which you will be responsible for paying.

### **Terms & Conditions of Registration & Participation**

I certify that I have read and understand ALL of the above, and acknowledge and agree to all terms and conditions. [Please complete and email to admin@riverinaredneckrally.com.au](mailto:admin@riverinaredneckrally.com.au)

Full Name
Address
Signature
Date