



KING OF CARNAGE

OFF ROAD CHALLENGE

2022

WAIVER, RELEASE, CONSENT AND INDEMNITY

In consideration of Carnage Off Road PTY LTD permitting me to participate in the event, including transit to or from the event or instruction in relation to the event (such participation, instruction and transit referred to as "the Event") and for John Nicholas, 182 West Plane Creek Road, Sarina, 4737, allowing me access to the land on which the event is held, I acknowledge and agree as follows:

Risk Warning & Acknowledgement

1. I acknowledge that the Event may involve travel and activities undertaken in remote locations where medical treatment and evacuation may be delayed or unavailable.
2. The Event comprises extreme sporting activities or similar leisure time pursuits and I am participating in the Event for the purpose of enjoyment or recreation. I acknowledge that participation in the Event may be dangerous and involve a significant degree of physical exertion or physical risk. I voluntarily choose to participate in the Event, fully accepting that the materialisation of those risks may cause personal injury, death, property damage or economic loss to myself, another person in the motor vehicle, and other bystanders, marshals, spectators, volunteers, organisers in the immediate area.

Waiver & Release

3. Section 139A of the *Competition and Consumer Act 2010* permits Carnage Off Road PTY LTD, as a supplier of recreational services, to ask you to agree that the statutory guarantees under the Australian Consumer Law do not apply to you (or a person for whom or on whose behalf you are acquiring the recreational services).
4. To the greatest extent permitted by law (including section 139A of the *Competition and Consumer Act 2010*) I unconditionally release, discharge and agree not to sue Carnage Off Road PTY LTD in respect of all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Carnage Off Road PTY LTD (including any negligent act, omission, default, failure or error) occurring wholly or partially and whether before, during or after the Event.
5. To the greatest extent permitted by law (including section 139A of the *Competition and Consumer Act 2010*) I indemnify and will keep indemnified Carnage Off Road PTY LTD from any liability, claim or cause of action that may be brought against Carnage Off Road PTY LTD as a result of or in connection with any act, omission, default, failure or error on the part of Carnage Off Road PTY LTD (including any negligent act, omission, default, failure or error) occurring wholly or partially and whether before, during or after the Event.
6. To the greatest extent permitted by law (including section 139A of the *Competition and Consumer Act 2010*), in the event of my death, caused wholly or partially by the Event, my estate and my personal representatives, executors or administrators indemnify and will keep indemnified Carnage Off Road PTY LTD from any liability, claim or cause of action that may be brought against Carnage Off Road PTY LTD by my personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of my death.
7. Clauses 5, 6 and 7 are limited to liability for:
 - 7.1. Death; or
 - 7.2. A physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
 - 7.3. The contraction, aggravation or acceleration of a disease; or
 - 7.4. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - 7.4.1. that is or may be harmful or disadvantageous to you or the community; or
 - 7.4.2. That may result in harm or disadvantage to you or the community.
8. I have read and understood the matters set out in this document and affirm that I am over the age of 18 and legally competent to give this waiver, release and indemnity. I understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes. I have signed this document of my own free will and without any

representation or inducement by Carnage Off Road PTY LTD, its agents or employees. I acknowledge that Carnage Off Road PTY LTD has relied on this document in allowing me to participate in the Event.

9. Where this document is signed for a participant under 18 years of age, then the parent/guardian signing this document covenants in terms of clauses 5 to 9, and 11, in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the Event.

10. I agree that the law of the State of Queensland, Australia, will apply to my participation in the Event and the contract concluded by my signing this document, irrespective of where I sign this document. The courts of Queensland, Australia, and courts of appeal from those courts will have jurisdiction to determine any claim or dispute arising out of my participation in the Event and this document and I submit to that jurisdiction.

Personal Information – Privacy Consent

11. I give consent for my personal information, being my full name to be disclosed:

11.1. And made publicly available in relation to marketing of the Event and for all administrative purposes in relation to the Event;

11.2. To Carnage Off Road PTY LTD's service providers for the Event; and

11.3. For Carnage Off Road PTY LTD to comply with its legal obligations, including to various law enforcement agencies, regulatory authorities and governments.

Photographs

12. I give to Carnage Off Road PTY LTD and its directors, officers, proprietors, employees, representatives or agents the irrevocable right and permission to take photographs of me and/or my child for use in any publication such as advertising, direct mail, brochures, newsletters and magazines advertising Carnage Off Road PTY LTD's business and to use those photographs in electronic versions whether on the world wide web or in other electronic forms of media.

13. I waive any right to inspect or approve proofs or finished photographs or printed or electronic material displaying images of me and/or my child and indemnify and agree to keep indemnified Carnage Off Road PTY LTD, its directors, officers, employees, representatives and agents against any liability, claim or cause of action that may be brought against Carnage Off Road PTY LTD by me in respect of such publication.

Participant's Printed Name

Printed name of parent/guardian
(Where participants include any child under 18)

Participant's Signature

Signature of parent/guardian
(Where participants include any child under 18)

Date: _____

Date: _____

Electronic Signature

In placing my electronic signature on this form, I certify that:

- 1.** I am the person identified in this document;
- 2.** I am participating in the Event or am the parent or guardian of the child participating in the Event; and
- 3.** I intend to place my electronic signature to conclude this contract and intend for my electronic signature to be used as evidence of my agreement and acknowledgement of the terms of this waiver, release, consent and indemnity.