

## WAIVER

To use the camping site and facilities, you, or if you are under 18, a parent or guardian, must agree to this indemnity form.

By completing the on-line registration and payment of campsite and, or, entry fee I, we, agree to all terms and conditions of this waiver.

1. In consideration of the acceptance of my fee to use the camping site and shower facilities at the Gundagai Show Ground as part of Gundagai Mud Muster, I acknowledge that I have read and understood the terms of this indemnity and agree to be bound by the terms of same.

2. Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my acceptance by way of paying the camp site registration fee, that for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby:

- i. waive and release all claims that I may have against Berry Real Estate & Properties Pty Ltd as trustee for Berry Real Estate & Properties Settlement Trust trading as 100% Events ABN 89 296 050 991, Gundagai Show Ground Trust, Gundagai Rodeo Club, Gundagai North Common Trust, Gundagai Council, their appointed agents, its officers, directors, members, volunteers, employees, contractors, agents, sponsors, stakeholders, other participants, and any other persons involved in this activity ("the releasees") including any and all claims for damages caused by negligence or otherwise, arising out of my participation in the activity, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not; and
- ii. indemnify and hold harmless the releasees and each of them against any such claim that I or my guests or any one or more of my executors, administrators, heirs, next of kin, successors, or assigns may have or assert and against any costs including legal fees with respect to such claims.

3. If I am in breach of the terms of entry I agree to recompense the appropriate party/s for all loss and damage (including legal fees) arising out of such breach, including any damage to the party's reputation.

4. I attest and verify that I am physically fit and able to participate in the stated activity and that I have not been advised by a qualified medical practitioner not to participate.

5. I agree to abide by all the rules, regulations, and instructions given from time to time, governing this activity.

6. I accept that if the activity is cancelled for any reason whatever my entry fee/camp site fee may not be refunded.

7. The event has a privacy policy and the information I have provided on this form is subject to the terms and conditions of 100% Events privacy policy.

8. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, without payment or compensation.

9. I have voluntarily entered into this agreement and have read, understood and acknowledged the terms of entry including the warning, exclusion of liability, release, indemnity and information provided elsewhere in the application form.