

# **The Lancelin District Community Association (LDCA)**

## **Off-Road Muster**

### **Terms and Conditions of Entry**

In consideration of accepting this entry and allowing me to participate in the Lancelin Off-Road Muster (the Event) organised by the LDCA (Organiser), I agree to the following terms and conditions for myself, my passengers, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I hereby waive, release, discharge and indemnify and will continue to do so post-event, the Organiser and any Event Sponsor/s including but not limited to Line X and Perth Diesel Performance, and each of their respective officers, employees, contractors, volunteers or agents (the Indemnified Parties) involved in the Event from all or any claims or causes of action I may have against all liability, including but not limited to, liability arising from the negligence or fault of the Indemnified Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me for:

- a) any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property, plant and/or equipment; and
- b) any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property, plant and/or equipment suffered by any person transported, accompanying or travelling in my vehicle,

arising either directly or indirectly out of my attendance at and/or participation in the Event, including travelling to and from the Event.

2. I agree at all times to act in a lawful manner and to adhere to all Event terms and conditions, to follow the approved course, observe all Western Australian Road Traffic Laws and Codes and obey all directions and instructions given by the Organiser, event officials and the police. I agree that all persons travelling with or accompanying me in my vehicle will at all times act in a lawful manner and comply with all Western Australian Road Traffic Laws and Codes.

3. The Organiser reserves the right in its absolute discretion to reject or cancel my entry at any time. I agree that if and when my right to participate in the Event is terminated, I agree to leave the Event immediately in a safe manner in compliance with all Road Traffic Laws.

4. I accept that I must display the official Event sticker corresponding to the registration in my name and my vehicle for the duration of the Event.

5. I understand that at this event or related activities, I may be photographed and I consent to my image and my vehicle and vehicle passengers being photographed, videoed, or filmed and all images to be used without further consent and free of charge for any legitimate purpose by the Organiser and/or the Organiser's assigns.

6. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered in the reasonable opinion of the Event medical officials to be advisable, before, during or after the Event.

7. I attend and participate in the Event exclusively at my own risk and at all times I have the option of not participating in or withdrawing from the Event at any time.

8. In consideration of allowing a person who in law is a Minor to participate in the Event, I hereby agree (for myself, my heirs, executors and administrators) with the Organiser and each of the Event Sponsors: 1. to give the same waiver, release, discharge and indemnity as set out in clause 1 and 2 above in respect of the Minor; and 2. (in addition to clauses 1 and 2 above) that I have read, understood and accept the remainder of the terms and conditions and agree to be bound by them in relation to the Minor's attendance at and participation in the Event. 3. I agree to the terms on behalf of any minor and warrant I have the authority of the Minor's parents to do in the event that I am not the Minor's parent or legal guardian.

9. In consideration of accepting the Minor's application and allowing the Minor to participate in the Event, I hereby agree (for myself, my heirs, executors and administrators) with the Organiser and each of the Event Sponsors: 1. to give the same waiver, release, discharge and indemnity as set out in clause 1 and 2 above in respect of the Minor; and 2. (in addition to clauses 1 and 2 above) that I have read, understood and accept the remainder of the terms and conditions and agree to be bound by them in relation to the Minor's attendance at and participation in the Event.

10. I hereby acknowledge that I have read, understood and accept these terms and conditions and agree to be bound by them in relation to my attendance at and participation in the Event.

11. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

12. This event is for private vehicles. If you have significant commercial signage on your vehicle you will not be able to take part in the event unless the organiser has approved the signage prior to the event.