

Keith Diesel and Dirt Derby 2020 SPUD RACE ENTRY FORM

RULES:

Vehicle must be 4 cylinder.

Crew if Driver and spearer.

Prizes donated by Jabuk Machinery.

Contact Ian Farley for more details: 0407 606 502

Name

Address	
Phone	
Email	
Car Details:	
Rego:	
Crew name:	
All carNo caNo enYou m	this entry form you agree to the following conditions: as are to be on site by 8am Saturday 28th March as to be removed from site prior to 5pm Saturday 28th March atry to race, but all entrants MUST pay General Admission: see website for details aust sign the attached waiver to this entry form, before you will be allowed to take part as event.
Signed	
Date	



Agricultural Societies Council of South Australia Incorporated

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Keith and Tintinara District Show Society Inc DIESEL AND DIRT DERBY 2020

PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER (Individual)

(For physical competitions and events other than those involving horses and other livestock.)

Name of Participant:
Participant Address:
Contact Number of Participant:
Email

Agricultural Societies Council of South Australia Inc and Keith and Tintinara District Show (together **the Suppliers**) advise that participation (including passive participation) in a physical competition or event at an agricultural show contains elements of risk, both obvious and inherent. Physical competitions, activities and events of all types are dangerous recreational activities.

- 1. By signing this waiver, I acknowledge that:
 - 1.1 participation in the 2020 Diesel and Dirt Derby is a recreational service for the purpose of section 139A of the Australian Competition and Consumer Act (Cth) 2010 and also a recreational activity for the purposes of Section 42 of the Fair-Trading Act (1987) SA;
 - 1.2 participation in the Event involves a significant risk of physical harm and may result in injury, loss, damage or death to me;
 - participation in the Event requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event;
 - if the Event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
 - 1.5 I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the Event;
 - 1.6 I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event; and
 - 1.7 I use the facilities supplied for the event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.



- 2. If I suffer injury, loss or damage (**Loss**) while participating in the Event, I will not hold the Suppliers, their employees or agents legally responsible for any Loss I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in.
- 3. I acknowledge and agree that my participation in the Event and associated activities is a danger and may have inherent risks as a result of which personal injury (and sometimes death) may occur and I accept and assume all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with these activities.
- 4. At the time of participating in the event, I have not been to any degree under the influence of alcohol or illicit drugs.
- 5. I will not consume any alcohol or illicit drugs while participating in the Event and agree that such use may result in my being excluded from the Event or other events with no entitlement to any refund of money paid for entry to the Suppliers.
- 6. I agree to be bound by the rules and guidelines of the Agricultural Societies Council of South Australia Inc as varied from time to time.

Where the participant is **over 18** years of age:

I agree that I have read and understood this waiver prior to signing it and agree that this waiver will be binding on my heirs, next of kin, executors and administrators.

I acknowledge that the Suppliers have permitted me to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations I have made herein.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of South Australia.

Signature:	Dated://
Where the participant is <u>under</u> 18 ye	ears of age (to be completed by a parent or guardian):
Participant's Date of Birth	
•	being a parent or legal guardian of the above-named cipating in the following event - Keith Diesel and Dirt

I confirm that I have read and understood and explained to the participant, this waiver prior to signing it and agree that this agreement will be binding on my (and his/her) heirs, next of kin, executors and administrators.



I acknowledge that the Suppliers have permitted me to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations I have made herein.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of South Australia.

Signature:	Dated:	/	/