

**SIDS and Kids Queensland / SIDS ADVENTURE TREKS**  
**INDEMNITY & DISCLAIMER**  
**TO SIDS AND KIDS QUEENSLAND**

**NAME OF PARTICIPANT:**

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**ADDRESS OF PARTICIPANT:** .....

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**ENTRY NUMBER:** .....

**YEAR:** .....

In consideration of SIDS Adventure Treks permitting the Participant to take part in the Event, the Participant acknowledges that:

The Event is a potentially hazardous event to those taking part and the Participant does so at his/her own risk.

Their individual comprehensive motor vehicle insurance policy or third party damage insurance policy for the Participant's vehicle(s) includes adequate cover for the Event.

The indemnity operates to its terms and shall not be read down nor shall the indemnity or disclaimer be affected or altered in any manner, term or condition notwithstanding that the Participant may have been introduced to participate in the Event by representations made by or on behalf of SIDS Adventure Treks.

The participant shall not make any claim or demand against SIDS Adventure Treks or against a Landowner for any reason whatsoever including (but not limited to) any Claim or Demand howsoever arising as a result of any action, default, omission or negligence of:

- (a) SIDS Adventure Treks; or
- (b) any landowner over whose property the participant may travel whilst participating in the Event, or in relation to or arising out of the Event.

And the Participant hereby indemnifies and shall keep indemnified the SIDS Adventure Treks from all liabilities, claims or demands which but for this Indemnity the Participant may have against SIDS Adventure Treks and hereby indemnifies and shall keep indemnified SIDS Adventure Treks and each Landowner in respect of any Claim or Demand brought by (or on behalf of) any member of the Participant's Support Crew against SIDS Adventure Treks or any Landowner.

- 5. The Participant hereby indemnifies and shall keep indemnified SIDS Adventure Treks and each Landowner from and against any Claim or Demand arising as a result of any action, default, omission or negligence of the Participant or the Participant's Support Crew brought by (or on behalf of) any Landowner or any third party; whether or not the third party takes part I or otherwise connected with the Event.
- 6. This indemnity shall be governed and constructed in accordance with the Law of Queensland being the State of incorporation of SIDS Adventure Treks and is subject to the non-excludable rights at Common Law and under the Trade Practises Act.
- 7. The Participant will pay all donation fees and other charges imposed by SIDS Adventure Treks in respect of the Event.
- 8. "Claim or Demand: means any claim, demand, action, proceeding, judgement, order, and award of damage or costs of any nature whatsoever.

"Participant's Support Crew" means and includes (but is not limited to) each person travelling with the Participant in his/her vehicle and each person assisting the Participant in any way including (but not limited to) a mechanic, a member of a mobile workshop team or supply team or any person acting in the capacity and their legal or personal representatives.

"Landowner" means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person.

"SIDS Adventure Treks" means and includes SIDS and Kids Queensland and SIDS Adventure Treks ("the Event") and each of its officers, members, employees, agents and independent contractors and any other volunteer assisting it in connection with the Event.

**SIGNED:** ..... (in the presence of) ..... **DATE:** .....

Participant

Witness

**NOTE: This Indemnity and Disclaimer must be signed by all persons taking part in the Event in any way including but not limited to, the Participant, crew members, officials, pilots, members of the media, members of mobile workshop teams, mechanics and truck operators. Each signatory must sign in the presence of a witness who is not included in the definition of SIDS Adventure Treks above in Clause 8. Each witness must sign at the same time as the signatory.**