



CLUB SANDWICH REGISTRAION

Please return form via email to olubinska@etf.com.au

First Name: _____ Surname: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Mobile: _____ Email: _____

Car Club/Association: _____

Select day participating: Friday 13th October Saturday 14th October Sunday 15th October

VEHICLE INFORMATION:

YEAR

MAKE

MODEL

VEHICLE REGISTRATION NO.

GROSS WEIGHT (Entries received without gross weight are not valid)

SIGNATURE OF PRESIDENT/SECRETARY

DATE



CLUB SANDWICH – PARTICIPANT TERMS & CONDITIONS

Participants must abide by and agree to the Participant Terms & Conditions and must read & return a signed copy of the Release and Waiver of Liability, Assumption of Risk and Indemnity also attached. Any Participant who has not completed and signed the forms as attached will not be accepted for participation in the Event. Vehicles **must be insured** at the minimum Third Party Property Damage Insurance.

- A. Exhibitions and Trade Fairs Pty Ltd, ABN 72 101 130 527 (the “**Organiser**”) is conducting Club Sandwich as part of Motorclassica – the Australian International Concours d’Elegance & Classic Motor Show, from the 13th – 15th October, 2017(the “**Event**”) at Museum Plaza, Royal Exhibition Building, Nicholson Street, Carlton, Melbourne, Victoria.
- B. The person or company identified as the Participant overleaf and below (the “**Participant**”) wishes to participate in the Event and the Organiser consents to the Participant occupying space at the Event for the motor vehicle details of which are specified overleaf for the Participant (“**Participant’s Vehicle**”) on the following terms and conditions:
 - 1) The Participant must comply with all directions of the Organiser or its employees, servants and agents for the duration of the Event and in connection with the Event.
 - 2) The Participant’s Vehicle must be registered and insured. While it is preferable that the Participant effects and maintains Comprehensive vehicle insurance, at the minimum the Participant must effect and maintain third party property damage vehicle insurance in respect of the Participant’s Vehicle for the duration of the Event and in connection with the Event. The Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to the Participant’s Vehicle or to any Participant’s property, products and/or equipment.
 - 3) The Participant warrants that the Participant is the legal owner of and is fully and wholly responsible for the Participant’s Vehicle and all loss, damage, injury and/or death caused by the Participant’s Vehicle.
 - 4) The Participant consents, under all relevant privacy legislation, to the disclosure of all Participant contact information to contractors and/or staff that are appointed by the Organiser to assist with the organisation of the Event, and the use of the Participant contact information by the Organiser for the purpose of informing you of other products, services and events that are promoted by the Organiser and its related bodies corporate. If the Participant would like to gain access to the information the Organiser holds about it, or does not wish the information to be used in this way, please contact the Organiser’s privacy officer at privacyofficer@etf.com
 - 5) These terms and conditions and the Release and Waiver of Liability, Assumption of Risk and Indemnity below (all called “the Agreement”) are governed by the laws applicable in Victoria, Australia and both the Participant and the Organiser submit to the exclusive jurisdiction of the courts of Victoria, Australia.
 - 6) Waiver of a breach of or of any rights created by or arising by virtue of a default under the Agreement must be in writing and signed by the party granting the waiver.
 - 7) The Participant undertakes to the Organiser that the Participant has legal authority for and is wholly responsible for any minors accompanying the Participant. For the purposes of these terms and conditions a minor is any person under the age of 18 years.
 - 8) The Participant grants full unlimited permission to the Organiser to use recorded & photographic media of the Participant and the Participant’s Vehicle for any lawful manner, including for the Organiser’s advertising, commercial and promotional purposes and the Participant waives any ownership of, or rights to, said media, and entitlement to any compensation for use of the same or any right to see or approve the finished material incorporating the same.
 - 9) Any consent given by the Organiser may be withdrawn at any time for any reason at the Organiser’s absolute discretion.
 - 10) No statement or representation about the Event or otherwise concerning the subject matter of the Agreement may be relied upon by the Participant or any other person unless expressly set out in these terms and conditions. In these terms and conditions the singular includes the plural and vice versa; and any invalid or unenforceable part will be severed to the extent invalid or unenforceable and the remainder will remain in full force and effect.



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY

Please carefully read the Release and Waiver of Liability, Assumption of Risk and Indemnity. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

I have, of my own desire and free will, determined to participate at the Event and I covenant and agree with the Organiser:

- that I have read and agree the terms and conditions of participation in the Event overleaf (“Terms and Conditions”) and will abide by them;
- to participate in the Event at my sole risk and responsibility;
- to assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the Event;
- to FULLY INDEMNIFY AND HOLD HARMLESS the Organiser, its employees, contractors, sponsors, servants and agents from all loss, damage, costs, claims, demands, actions and suits (“Claims”) which at anytime hereafter may be brought by any person against the Organiser, its employees, contractors, sponsors, servants or agents for personal injury, death or property damage suffered or incurred by any such person caused by or arising out of or in any way related to my use of the Organiser’s services and/or equipment or my participation in the Event, or by my breach of any of the Terms and Conditions;
- where I am the named Participant for a Vehicle I agree that the indemnity given by me includes indemnity in relation to any Claim which arises in connection with that Vehicle; and
- to waive, and release each of the Organiser, its employees, contractors, sponsors, servants and agents from any Claim however arising (including by negligence, trespass or breach of any contract or terms) which may otherwise be made by me or on my behalf in connection with my participation in the Event.

I HAVE READ THE TERMS AND CONDITIONS AND THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, FULLY UNDERSTAND ALL TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE OF PARTICIPANT

DATE

NAME OF PARTICIPANT
