



Variety WA

The Children's Charity

Motoring Events

Official Conditions of Entry

2015 Edition 2

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VARIETY WA MOTORING EVENTS

Conditions of Entry

1 Terms and Conditions

In consideration of Variety WA permitting the Participant to take part in this Event, the Participant will accept and comply with the Motoring Events Official Conditions of Entry as contained herein and acknowledge such acceptance and compliance, by signing where indicated.

1.1 Definitions

“Captain” is formally responsible for official entrant vehicle (but not necessarily the owner or authorised user) and co-driver(s), and will be the “point of contact” between the Event Coordinator/Officials and each vehicle of participants.

“Car” means 4WD or Bash Car or Creative Car or Motor Cycle/Bike; whichever is applicable to the Event in which you are participating – (Refer - The Event)

“Claim or Demand” means any claim, demand, action, proceeding, judgment, order, and award of damage or costs of any nature whatsoever and includes but is not limited to Claims or Demands based in contract or in tort or otherwise.

“Event Coordinator” means that person contracted by Variety WA to be in charge of the Event.

“Event” means the 4WD or Bash or Motor Bike or Creative Car Cruise Event in which you are participating – (Referred to as The Event and described in a separate document)

“Event Worthiness” means checking of the vehicle by VWA officials or persons authorized to carry out the inspection to ensure its compliance with the requirements of the Event, it does not mean that VWA is satisfying the roadworthiness or safety of the vehicle.

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

“OEV” means Official Entrant Vehicles; vehicles including 4WD, Bash Cars, Creative Cars and Motor Bikes that have been accepted to participate in the Event and that have been allocated an independent participation identification number by VWA that is to be placed on the vehicle as directed.

“Official Entrant Vehicle Number” means the number allocated and unique to your Vehicle by Variety WA and covers 4WD or Bash Car or Creative Car or Motor Bike; which ever is applicable to the Event in which you are participating – (Refer – The Event)

“Official Event Vehicle” means Official Entrant Vehicles; vehicles including 4WD, Bash Cars, Creative Cars and Motor Bikes that have been accepted to participate in the Event and that have been allocated a unique and independent participation identification number (OEV Number) by VWA that is to be placed on the vehicle as directed. (Refer - The Event) for your Event details.

“Official Vehicles” means vehicles that are used by the Officials of the Event

“On Event Committee” means the committee that comprises of no less than 3 and are to include all VWA Board members that are present on the Event for the purpose of dispute resolution. If none are available, suitable candidates are to be selected from the medical practitioner and other impartial non Event staff. If the dispute involves a VWA Board member then that Board Member is to be excluded.

“OV” means Official Vehicles means vehicles used by the Officials of the Event

“Participant” includes the legal or personal representatives of the Participant.

“Variety WA” means and includes Variety WA Incorporated, VWA and each of its officers, members, employees, agents and independent contractors and any volunteers assisting it in connection with the Event.

“Vehicle” means 4WD or Bash Car or Motor Bike Event, which ever is applicable to the Event in which you are participating (Refer – The Event)

“VWA” means and includes Variety WA Incorporated, Variety WA and each of its officers, members, employees, agents and independent contractors sponsors and any volunteers assisting it in connection with the Event and includes, but is not limited to, any event worthiness official/inspector or medical practitioner appointed or recruited by VWA, any Event Co-ordinator, Event Official or Mobile Workshop personnel.

“VWA Board” means the Board of Variety WA Incorporated.

“VWA Board Member” means a member of the VWA Board.

2 Code of Conduct

Participants are representatives of VWA and Variety WA and should conduct themselves in an appropriate non offensive manner.

2.1 Parents/Guardian Consent

Participants must ensure that parent or guardian consent is obtained before picking up or cuddling children. Children must be accompanied by their parent/guardian when travelling in or on an Event vehicle.

2.2 Withdrawing Participants

Participants may not be permitted to continue to drive on the Event and maybe requested to leave the Event immediately and without warning if in breach of, but not limited to, the of the following conditions;

- Actions that compromise the safety of Event and or participants and or members of the general public
- Detection by the Police or Event Coordinator of driving while under the influence of drugs and or alcohol (in excess of the prescribed legal limit). The Event Coordinator and Officials reserve the right to use breath detection or drug testing equipment to test participant drivers at any time during the Event
- Detection by Police or the Event Coordinator of excessive speed, (in accordance with the rules and regulations of the Road Safety Act) and or dangerous driving.
- Assault – physical or verbal; including sexual harassment, racial abuse and any conduct that humiliates or degrades fellow participants or any other person. VWA will not tolerate conduct of this nature , any incidents should be reported to the:
 - Event Coordinator, verbally and in writing
 - Police at the first opportunity, (solely at the discretion of the person reporting the charge)
- VWA Event participants are expected to display mutual respect and dignity towards their fellow participants, contractors, volunteers, any member and or staff of VWA.
- Bringing the name of VWA and or Variety Australia into disrepute
- Drunkenness
- Offensive and or lewd behaviour
- Tampering or altering with;
 - Road signs
 - Event caution or directional signs
 - Other vehicles
 - Other people's vehicles, property or possessions
- Vandalism
- Refusing to obey reasonable directions from the Event Coordinator or Officials

Any participant ejected from the Event maybe automatically excluded from any future VWA motoring Event.

These provisions may also apply to all team members and any transgressions by individual team members may result in the exclusion of the whole team. The behaviour of a team member reflects on the whole team. Variety WA will not be responsible for any costs incurred as a result of ejection from the Event.

2.2.1 Dispute resolution

The Events Coordinator and the On Event Committee is formed to resolve disputes of any nature. The Coordinator and the Committee will hear evidence from all parties involved in the dispute and any witnesses in order to arrive at a decision. The On Event Committee is only formed in disputes of a serious nature. All other disputes are determined at the discretion of the Event Coordinator. The decision may be appealed at a later date, refer clause 2.2.2.

2.2.2 Rights to an appeal hearing after the Event

The Participant has the right to an appeal hearing after the completion of the Event via an impartial Tribunal hearing by VWA constituting board members of VWA not attending the Event. The Tribunal will hear all grievances over the incident and then make a decision as to whether the person/s involved will be permitted to attend other and future Events. This clause does not affect the rights of the Event Coordinator or the On Event Committee to withdraw an entrant under clause 2.2 whilst on the Event.

2.3 Illicit Drugs

The use by a Participant of any illicit drugs will result in the person/s concerned being immediately withdrawn from the Event. Such persons may not be permitted to participate in any future VWA Events.

2.4 Additional conditions of Entry

Further conditions of entry may be drawn up by the Event Coordinator and distributed in writing to all Event Participants wherever practicable, however during the period of the Event the Event Coordinator may specify further conditions verbally where it is impractical to provide notice of the same in writing to the Participants.

2.5 Social Media

The use of Social Media (including but not limited to Facebook, Twitter, Instagram, Google+, LinkedIn, Wordpress/Blogger, YouTube/Vimeo, iTunes/Podcasting) by a participant is encouraged, however participants are reminded that posts on personal social media accounts, that relate to, or identify their association to Variety WA will be subject to the Social Media Policy (copy available upon request from Variety WA office). All participants should be mindful that any posts on their personal social media account that could have a negative impact on the Variety name and it's standing in the community, may be subject to disciplinary action.

Conditions of entry are subject to change without notice.

The decision of the Event Coordinator regarding any matter is final.

A breach of the Code of Conduct as defined in this document could damage the integrity of Variety WA and put at risk the future of the Event and the Charity.

3 Designated Driver Accord

By signing the Motoring Events Official Conditions of Entry contained herein, you agree and acknowledge:

- that you hold a current and valid WA Driver's License at the time of the Event
- to comply at all times with the legislated road laws, applicable to the Australian state/s in which the Event is being held;
- to be bound by the Designated Driver Accord of VWA; and
- that you are fully conversant with the VWA policy, as described in this section, in relation to being under the influence of alcohol and or drugs when driving as a participant in a VWA motoring Event.
- to wear the prescribed item of apparel to signify that you are the designated driver of that vehicle. As the designated driver, you accept that you may be subjected to alcohol and drug testing at such times, as are designated by the Event Coordinator, which testing may be undertaken by any person designated to do so by the Event Coordinator, and you are willing to comply with said testing and subsequent results.
- not to consume drugs and or alcohol whilst driving on the Event, nor at any of the fun or meal stops during your time as designated driver, and you will exercise due restraint in the consumption of alcohol leading up to any time as designated driver, to ensure that you are at all times within the rules relating to drink driving and to ensure that you are at all times in a condition that would allow you to drive safely in all the circumstances.

4 Rules and Regulations

The rules and regulations have been set down by VWA and the Event Coordinator and may be amended at any time as seen fit by the Chief Executive Officer of VWA, the Event Coordinator and or the Event Chairperson.

4.1 Entry

Event Entry;

- Is personal and not transferable. The person or persons who obtain/s the entry for the vehicle is the Entrant. The entry is not attached to a vehicle.
- Each year entries are invited and accepted at the discretion of the Chief Executive Officer of VWA and / or the Event Coordinator.
- Place preferences are given to participants from previous VWA Events
- The Participant will be required to complete, read and sign prior to the commencement of the Event:
 - An entry form and this document, thereby undertaking to abide by all the statements contained therein.
 - And any other forms/information that VWA may see fit to request, but not limited to;
 - next-of-kin contact details
 - food preferences
 - allergies and medical details
- In the interests of safety, insurance and Event management, the requests and directions of all persons designated by VWA to be Officials ("Officials") will be observed at all times.

4.2 Prerequisites

- All participants must be 18 years of age or over.
- Each vehicle will carry a minimum of two and a maximum of four people; this may be varied at the Event Coordinator's discretion (**not applicable to the bike run**).
- All participants who will be driving during the Event must have a current driver's license and provide a copy with the entry form

4.3 Entry Fee, Donation, Payment of levy and other

- Refer – The Event

4.4 Meals, Merchandise, Entertainment & other daily costs

- Refer – The Event

4.5 Membership

All participants, officials and support crews must be a financial member of VWA at the time of the event. Fees applicable to membership are charged annually. There are two categories of membership:

- Ordinary Membership
 - o Benefits:
 - Voting rights at the VWA Annual General Meeting and Special General Meetings
 - Right to nominate for a VWA Board position
 - Right to vote in the VWA Board of Management elections
 - Attend a VWA motoring event

To become an Ordinary Member contact the VWA office for an application form, this must be proposed and seconded by existing Ordinary members and will be submitted to the Board for approval. Fees will be charged annually or may form part of the Motoring Event Fees.

- Associate / Event Membership
 - This category is the minimum level of Membership required in order to participate in a VWA motoring event.
 - Benefits:
 - Attend a VWA motoring event.

To become an Associate Member complete the Participant Entry Applicant form and remit payment to VWA. Fees form part of the Motoring Event Fees.

4.6 Refund of monies

VWA will not refund:

- | | |
|--|--------------|
| - Entry Fee | - Membership |
| - Event Expenses | - Donations |
| - Additional tickets for event functions | |

VWA will endeavour to consider each case on merit, and where viable, alternative options may be considered.

5 Vehicles and Equipment

5.1 Registration

All Event vehicles must have current registration papers and documents required at Event Worthiness:

- Insurance, minimum third party is required
- Vehicle Registration
- Current Drivers Licenses

5.2 Vehicle preparation and Event Worthiness

The cost of preparing, maintaining and, where necessary repairing your vehicle, is your personal responsibility.

- Event Worthiness of all vehicles will take place on a date and time that will be advised to all participants, at least one month prior to the Event.
- The authorised user of the vehicle is at all times responsible for the mechanical condition and safety of the vehicle and it is always the participant's sole decision to start and continue in the Event.
- Vehicle will be assessed for Event Worthiness by a VWA approved qualified person (Event Worthiness Inspector) on a nominated day or for vehicles outside of the Perth region, by a suitably qualified mechanic who must be provided with the mandatory safety equipment and check list. Their directives must be adhered to by all participants.

Event Worthiness is a free service provided to:

- assist the participant to comply with the obligation to, at all times, ensure that the vehicle is properly equipped for the purpose of starting in the Event,
- check that all vehicles are registered and insured and that all drivers hold current drivers licenses,
- ensure that all equipment (refer Annexure A – Equipment Schedule) is operational
- to determine that all vehicles conform to the rules of the Event, and
- to determine that all vehicles have number panels, numbers and the official sponsors' logos affixed and prominently displayed.

Event Worthiness is not a complete check of the vehicle, only an aid, and there is no guarantee that all omissions or defects will be found.

The Event Worthiness Inspector's role is to advise the Event Coordinator that the vehicle has been inspected and meets with the Event Worthiness rules and requirements in terms of the minimum standard of safety equipment.

Passing Event Worthiness is no guarantee, and implies no representation by the Event Worthiness Inspector or VWA that the vehicle is safe, mechanically sound or fit for the purpose of completing the Event.

Vehicles which fail to pass the final Event Worthiness for mandatory equipment will not be permitted to start or continue in the Event.

ALL VEHICLES MUST BE REGISTERED, INSURED AND ROADWORTHY

5.3 Field Event Worthiness

The Event Coordinator or Officials can, at any time, require that a vehicle undergoes a field Event Worthiness check to ascertain if there is any reason to suspect the vehicle does not comply with the minimum specifications of the Event.

Field Event Worthiness will be carried out at the convenience of the Event Coordinator and any ruling by the Field Event Inspector must be complied with before the vehicle can continue on the Event.

In the Event of a mishap during the Event, you may replace the vehicle, provided that suitable arrangements are made to have the original vehicle transported home. The replacement vehicle must then be inspected by the Field Event Inspector and fitted out with the appropriate safety equipment and stickers. The original allocated Official Entrant Vehicle number will not change.

Field Event Worthiness of a vehicle implies no representation by the Field Event Inspectors or VWA that the vehicle is safe or mechanically sound or fit for the purposes of completing the Event.

Clauses 5.4, 5.5, 5.7, 5.8 are NOT applicable to the Bike Run

5.4 Fuel

Carry sufficient fuel (in jerry cans, if necessary) to cover 500 km between refuelling.

5.5 Lights

An operational rotating amber rear dust light MUST be fitted (as high as possible) to the vehicle

- This dust light should ONLY be turned on whilst the vehicle is travelling off bitumen roads and should be removed at the conclusion of the Event.
- Flashing red and blue emergency lights are NOT permitted under any circumstances.

5.6 Odometers

As many vehicles will be travelling with non-standard tyres, odometers should be checked over a measured distance. Route instructions will be given in kilometres. It is essential that the vehicle's odometer or trip metre is working effectively.

5.7 Radio's

All vehicles must be fitted with an operating UHF radio (hand held radios are not permitted)

- A UHF radio is required so that you can:
 - warn other drivers of your intention to pass
 - warn other drivers behind you of any impending danger, or oncoming traffic
 - contact the doctor in case of a medical emergency
 - advise the Sweep or an Official in the Event of a breakdown
- In the Event of an emergency, you should avoid using your UHF for routine chatter, unless you are directly involved in the emergency.

Only use the UHF for the reasons above. If the airwaves are clogged through general chatter, then you may hinder the passage of important information, or delay a response to an emergency.

5.8 Door panels and official entrance vehicle numbers

VWA will provide door panel blank stickers for numbers, a windscreen banner and advertising stickers, which must be placed on the OEV for the duration of the Event.

- Place them on the vehicle as soon as possible to provide publicity for the Event, to get value for the sponsors and to draw attention to you as a participant.
- OEV – identification numbers, which are NOT provided by VWA, must also be affixed to your vehicle (numbers available from BCF):
 - both door panels - 2 sets of black identification numbers (150mm high) are to be provided by participants and placed on the blank door panel stickers provided by VWA
 - top left of the windscreen (1 set x white identification numbers 100mm high)
 - top right of the rear window (1 set x white identification numbers 250mm high)

Other stickers

- Official sponsors' stickers will be provided by VWA and must be prominently displayed on each vehicle.
- You may display your personal sponsors' stickers on your vehicle.

6 Fundraising and Sponsorship

6.1 What you need to know before you start raising funds for Variety WA

As a Deductible Gift Recipient (DGR), VWA must strictly adhere to the rules and regulations of the Australian Taxation Office (ATO). A breach of these rules may jeopardise VWA's status as a licensed charity.

The ATO states; "a donation is a transfer of money made voluntarily and no material benefit or advantage is received by the donor".

Not all money received by a DGR will be issued with a tax-deductible receipt, such as:

- Purchase of raffle tickets
- Purchase of auction items
- Purchase of chocolates, pins, pens etc
- Purchase of tickets to balls, lunches etc
- Membership fees
- Companies that require an invoice in return for advertising, products or services (invoice to be issued by VWA. These funds will be invoiced with GST. (refer ATO for advice on Company Tax deductibility)

A tax-deductible receipt will be issued for any donation over \$2. (A donation is the gift of funding without receiving anything materially in return).

This document does not constitute tax advice, it is provided as an explanation of VWA's DGR status.

Please contact VWA office directly for more information.

Source: Australian Taxation Office; Contributions to DGR's – GiftPack

6.2 Fundraising Rules

Participants should observe the following when raising funds or seeking sponsorship.

- All fundraising activities should be appropriate for VWA as a children's charity and not include any activities which may bring the charity into disrepute, as per the VWA Community Fundraising Policy (available on request from VWA office).
- All participants agree to abide by the VWA Community Fundraising Terms and Conditions, issued to participants upon entry.

- All monies raised by you through sponsorship, functions, raffles etc must be officially receipted by VWA.
- Any fundraising Events held by you or on your behalf must clearly identify the Event with the full name of the Event “fundraiser”.

VWA is fortunate to have many volunteers fundraising in the community; however this can sometimes cause confusion between ‘official’ VWA Events and those of our volunteers.

To reduce confusion, any promotional material produced for fundraising functions should clearly include the OEV number – for example ‘Raising funds for ‘full name of the Event and OEV # and WA’s special children’ (**refer – The Event**). We encourage you to include a copy of the ‘proudly supporting Variety’ logo in your promotional material, however, use of the general VWA logo is not permitted without this wording (refer “Variety WA, Event Logo & Sponsor’s Logos” section below).

It is important to ensure that your sponsors are aware that their cash donations will directly assist sick, disadvantaged and special needs children, and to emphasise that you and your crew are meeting the cost of your meals, merchandise, fuel, accommodation, and the preparation, maintenance and, where necessary, repair of your vehicle.

6.3 Receipt of & Accounting for Donations & Sponsorship Payments

- The normal procedure for submitting your donor or sponsor payments is to mark your OEV number on the back of the cheques and submit to the Variety WA office, together with full details of the name and address of the donor/sponsor so that Variety may issue an appropriate Gift/Donation receipt.
- Sponsor or donor cheques should be made out to Variety WA, **not to you**; otherwise the sponsor/donor will not be able to receive a receipt from Variety, which is essential for claiming a tax deduction.
- Donations can be deposited directly into Variety WA’s bank account:

<ul style="list-style-type: none"> – Donations: 	<ul style="list-style-type: none"> – Sponsorships etc:
Variety WA Inc - Gift Account Westpac Bank BSB 036-037 Account number 346499	Variety WA Inc - Operations Account Westpac Bank BSB 036-037 Account number 346472
- Quote your vehicle number e.g.: “OEV 27” on the deposit.
- Advise deposit and receipt details to VWA accounting department via email to:
 - maryna.victor@varietywa.org.au
- Receipts will only be issued for donations received by VWA. Receipts cannot be issued for parts or goods donated for the OEV.

If you are unclear about any of the above please contact the VWA office.

6.4 Variety WA, Event logo and sponsors logo’s

The official Variety WA logo must not be used on any documentation without prior written approval from the VWA Chief Executive Officer. The use of the standard Variety WA logo or any other intellectual property belonging to Variety WA is not permitted to be placed on letterheads, advertisements, fliers or tickets or any other medium.

- A ‘proudly supporting’ logo, however, may be used in all fundraising promotions and on all printing and advertising material (raffle tickets included). An electronic copy of the ‘proudly supporting’ logo can be obtained from the staff in the Variety WA office.
- The windscreen, driver and front passenger door panels are reserved for VWA Event sponsors’ logos and the OEV number. You may display your own sponsors’ logos elsewhere on your vehicle.
- You must have your sponsors’ permission to use their logos etc and this should be confirmed in writing if they have not supplied you with the promotional material.
- If you think there may be a conflict with one of Variety WA’s sponsors please check with the Chief Executive Officer before the Event.

You may not be able to display the logos of the competitors of major event sponsors. Please refer the VWA office for clarity.

The Chief Executive Officer retains the right to make the final decision on sponsorship matters, and the Chief Executive Officer or the Event Coordinator may rule that there is an unacceptable conflict of sponsors' logos and you may be required to remove the conflicting logos from your vehicle.

7 En Route

7.1 Route instructions and convoy procedures

Do not leave the prescribed route without the permission of the Event Coordinator.

If the Event Coordinator is not available, speak to an Official. We must know where everyone is at all times.

- You will receive route instructions for each of the AM and the PM stages of each day (occasionally the AM & PM stages are combined).
- Do not deliberately deviate from the route. Deliberately travelling on a dirt road/track closed by the Event Coordinator due to it being affected by adverse weather conditions is prohibited, and may incur a fine by the local authority or Police.

Where we use route notes examples of the basic instructions are as follows:

- **TR**- Turn Right
- **KL** - Keep Left
- **SO** - Straight On
- **GATE** (leave it as you find it)
- **GRID**
- **"C"** - CAUTION
- **"CC"** - MORE CAUTION
- **"CCC"** - STOP AND LOOK BEFORE PROCEEDING

7.2 Route markers and Caution signs

The lead vehicle may lay out a number of Route Markers on sections of the route

There are four markers in general use and you must be familiar with them and heed them

- An arrow which will indicate the direction to follow
- A 'C' indicates that caution is required – slow down
- 2 'C's' i.e. **"CC"** indicate double caution - slow 5-10km
- 3 'C's' i.e. **"CCC"** indicate extreme caution - **"stop", then proceed slowly**

7.3 Overtaking

Not applicable to the Bike Run

The driver of any vehicle wanting to overtake another Event vehicle **must** signal by radio communication (or by sounding the horn or flashing lights if the radio is not functioning).

The driver of the front vehicle must allow the following vehicle to overtake at the first safe opportunity, by moving to the side of the road and, if necessary, slowing or stopping.

If the driver of the front vehicle considers it unsafe to be overtaken at that time, they must immediately advise the driver of the vehicle behind, it is not safe to overtake.

This protocol is for safety and courtesy.

7.4 Litter

Litter is not to be thrown from any vehicle. Carry all litter with you and dispose of carefully in appropriate receptacles at the next stop.

7.5 Gates and Fences

Gates and fences must be left exactly as you find them.

If you cause any damage to gates or fences you are required to report any such damage immediately to the Event Coordinator or an Official. Arrangements will then be made to repair or compensate the land owner for damage.

You **do not**:

- Affix stickers to gates and signs
- Wire shut or padlock any boundary or paddock gates
- Smear grease over gates or accessories thereto

7.6 Livestock

Any collision with livestock must be reported promptly to the Event Coordinator or an Official. The owner can then be notified and compensated.

7.7 Firearms, fireworks and flares

Are strictly prohibited.

Flares will be for emergency use by Officials only, unless special dispensation in writing has been obtained from the Event Coordinator.

7.8 Medical Officials & Personal Medical details

- VWA endeavours to recruit a medical practitioner to accompany the Event. The medical practitioner is there to assist on the Event, carrying a limited range of equipment, drugs and resources, therefore neither VWA nor the medical practitioner will be responsible for any problem that arises due to any treatment or lack of available treatment for any participant.
- **It is extremely important** that the Medical Particulars form is completed prior to commencement of the Event. **You must** include details of any condition that has the potential to affect you on the Event and any medications you are taking.
- The information is held in strictest confidence and only accessed in case of an emergency. Originals and copies (copies are held if for some reason the medical practitioner is not available) are held by:
 - Original - the Event Medical Practitioner
 - A sealed copy - the Event Coordinator
 - A sealed copy – the CEO of VWA
- Access to the person's medical particulars by another appropriately experienced Event participant may be critical to that person's care.
- If VWA is unable to recruit a medical practitioner, your original Medical Particulars form will be held, confidentially, by the Event Coordinator.
- It is your responsibility to carry sufficient quantities of your medications, and any relevant equipment. There is the possibility that adverse conditions may result in not being able to stay with the planned itinerary and cause delays in remote locations.
- You must advise your team members and VWA of any potential life threatening medical condition you may have that could potentially endanger your life or that of your team members and others. This will also assist people in being able to attend to you in some form in an emergency.

8 Risk Warning

The Participant acknowledges and agrees:

1. that the activities to take place in the Event, particularly the driving of vehicles for long periods in varying terrains, is an activity that carries a risk of injury or death;
2. they accept their activity in the Event is entirely at their risk;
3. they have fully informed themselves of the risks of potential injury or harm or loss or death that may arise out of or as a result of participation in the Event;

4. they have freely and voluntarily consented to the risk of injury or harm or loss or death as a result of their participation in the event.

9 Indemnity

Official Entrant Vehicle No: _____

Tick Event: Bash 4WD Bike Run Creative Car Cruise

The Participant agrees and acknowledges;

- Variety WA accepts no responsibility for any Claim or Demand.
- They will not make any Claim or Demand against Variety WA.
- They will adhere to the Conditions of Entry of the Event whilst participating, at all times.
- They will abide by the VWA Community Fundraising Terms and Conditions
- They will comply with all laws and legal requirements; and
- They will comply to all directions of the Event Coordinator; covering but not limited to:
 - safety
 - undergo drug and alcohol tests
 - Designated Driver to cease participation in the Event if the Designated Driver has a blood alcohol in excess of that permitted by law
- cease participation in the Event if, in their opinion, it is in the interest of the safety of the Participant or other Participants. They will not advance, institute, prosecute, cause, procure, finance or support directly or indirectly the advancement, institution or prosecution of any proceeding of whatever nature, including (without limitation) any examination, inquiry or investigation, against Variety WA or any Landowner jointly or severally which relates to or touches upon the Event or the carrying out of the Event.
- They release and forever discharge VWA, its servants, officers, volunteers and agents and any Landowner from all/any Claims or Demands, whether known or unknown arising out of or relating to the Event or the carrying out of the Event.

The Participant releases and indemnifies and holds harmless and will keep indemnified and hold harmless:

- VWA, its agents, officers, volunteers and servants and Participants from all Claims or Demands, whether known or unknown, by the Participant or any person claiming through them against VWA arising from or related to, either directly or indirectly, the Event or the carrying out of the Event;
- Any medical practitioner appointed or recruited pursuant to clause 7.8 from all Claims or Demands whether known or unknown by any person arising from or related to, either directly or indirectly, the Event or the carrying out of the Event; and
- Each Landowner, from all Claims or Demands, whether known or unknown, by any person against the Landowner arising from or related to, either directly or indirectly, the Event or the carrying out of the Event.

This Agreement will not be affected or altered except by VWA including where the Participant has been induced to participate in the Event by representations made by or on behalf of VWA. The Participant acknowledges that they have not relied on any such representation by VWA.

This Agreement is subject to the Motor Vehicle (Third Party Insurance) Act 1943 as amended and the Civil Liability Act 2002 as amended.

This Agreement is to be construed as preserving any right or remedy any Participant may enjoy under the Motor Vehicle (Third Party Insurance) Act 1943 as amended.

This Agreement is governed by and construed in accordance with the laws of Western Australia.

By signing the “official conditions of entry” you acknowledge YOUR ACCEPTANCE of all that is contained herein and covering any additional documentation that is required by VWA, such as but not limited to; Official Entry Form, Medical Particulars Form, The Event – What it’s all about

Print full legal name of Participant

Signature of participant and dated

Print full legal name of witness

Signature of witness and dated

Please sign and return this page to:

Variety WA, The Event Coordinator, PO Box 669, Victoria Park 6979
Email: varwa@varietywa.org.au, Fax No: 9355 5122

Annexure A

Equipment Schedule

Mandatory Equipment, (Bash, CCC and 4WD ONLY)

This is a guide only and additional items maybe required from time to time

	Min Quantity		Min Quantity
(Interior) First Aid Kit Fire Extinguisher (<i>current</i>) UHF Radio 40 channel Aux wiring identification Seat belts - front and rear Luggage Barrier (<i>wagon only</i>)	1 1 Installed 1 map Fitted Fitted	(Exterior) High Brake light Front and rear tow hitch Tail shaft loop Rear revolving light and cover Exhaust secure Sump guard Engine tie downs Reinforced shock absorber mounts Tank Guard Mud Flaps Vehicle Stickers (<i>refer clause 5.8</i>)	Installed Installed Installed Installed Installed Installed Installed Installed Installed Applied
Tyres and rims (<i>spares</i>) Tyre repair kit & valves Wheel nut & studs Inner tube to suit tyre & wheel size Jack, jack plate and wheel brace Wheel chocks Air compressor/tyre pump Wheel Bearings – rear Wheel Bearing - front	2 1 2 sets 1 1 1 1 set 2 sets 2 sets	Tool Kit Grass Hook Shade cloth or fly wire (<i>use as grass seed screen over grill & radiator</i>) Shovel (<i>fold up acceptable</i>) Snatch strap Tape – 100 mile Spare keys Silastic	1 1 1 1 1 1 1set 1tube
Fan Belts Set of drive belts or uni belt Shock Absorber Rubbers	** ** **	Radiator Hoses – top & bottom Length of heater hose Radiator/heater clamps (<i>various sizes</i>)	** ** **
D rated shackles U bolts	2 2	Fuel Pump Water Pump	1 1
Water Spray Bottle (<i>filled</i>) Water	1 10 litres	Brake Fluid Engine Oil Transmission Oil Globes / Fuses	2litres 2litres 2litres **

- All vehicles will be required to have sufficient fuel for a five hundred (500) kilometre range.
- Jerry cans **cannot** be stored in the passenger compartment and **MUST** be tied down.
- ** Where minimum quantity is not provided; use your judgement

Optional Equipment (Bash, CCC and 4WD ONLY)

Bring any other equipment that your experience of your vehicle dictates, however the following optional items are recommended:

- *this is a guide only, additional items maybe required from time to time*

Rear Axles Spare injector (4WD) Jumper Leads Fuel filter Tie down straps Padded rollover protection Variety WA Rear Wheel Carrier Rubbish Bag (from Robson Bros 4WD Service Centre) Funnel with gauze filter Length of fuel hose Windscreen washer fluid Electrical terminals & wire Tyre levers & bead breaker Jerry Can/s		De watering fluid Epoxy glue Hand cleaner & rags Diff oils Insulation & duct tape Tie wire Ground sheet Axe / Tomahawk Nuts and bolts Spark plugs, points, distributor cap, plug & leads	
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Utensils/drinks/meals etc

At mealtimes, you may need to bring with you, in quantities to cover the number of persons in the vehicle:

- Wine glasses and/or stubby holders
- Drinks, if required
- Corkscrew /bottle opener
- pre-dinner nibbles, if desired
- garbage bags – what goes into a camping area e.g. cans, stubbies, bottles, paper plates, serviettes, plastic drinking and eating utensils, must come out again and be disposed of in a proper manner

Carry additional food in case of emergency

Annexure B

Official Entrant Vehicle Release and Indemnity

I, _____

Of _____ State _____

Is the owner/authorised** user of the VWA official entrant vehicle No*** _____ participating in (tick event)

Bash 4WD Bike Run Creative Car Cruise

1. I am / am not** the registered owner of the Event vehicle, OEV No*** _____, being Motor Vehicle Registration No. _____.
2. The Vehicle is a VWA Official Entrant Vehicle in the 20_____ motoring Event (Event)
3. I certify that the vehicle has been fully inspected by a Qualified Automobile Mechanic, Automotive Electrician and is roadworthy under the rules of The Road Traffic Act of Western Australia.
4. The vehicle is insured
5. If you are not the legal registered owner, the registered owner must sign below giving permission for you to be the authorised user in charge of the VWA official entrant vehicle and must also attest to these statements by signing below.

I/We** hereby release VWA, (as defined in the Terms and Conditions) of all and any liability whether in tort, contract or otherwise arising from an alleged breach of duty of care by these persons to me.

I/We** agree to abide by the Terms and Conditions of Entry to the Event.

I/We** agree that all Participants travelling in the Vehicle have signed the Terms and Conditions of Entry.

Print full legal name of legal registered Owner

Signature of legal registered Owner and dated

Print full legal name of Authorised User

Signature of Authorised User and dated

The nominated Captain is not always the legal registered Owner or Authorised User, do not sign if you are not the Owner or Authorised User

** (delete if not applicable)

***OEV (Official Entrant Vehicle Number, if you do not have a number contact the Event Coordinator at VWA)

Please sign and return this page to:
Variety WA, The Event Coordinator, PO Box 669, Victoria Park 6979
Email: varwa@varietywa.org.au, Fax No: 9355 5122