Individual Indemnity Agreement

The completion of this document (Individual Indemnity Agreement), by every member of each participating team, is an essential component of attending the 2015 World Solar Challenge.

Each individual wishing to travel with the event in Australia will be required to personally sign a copy of this document at the allotted time for their Team to attend the registration desk in Darwin.

The Entrant will not be entitled to a refund of entry fee where the Entrants Team is excluded from participating in the Event though the failure of individual members of their Team to provide a signed copy of the Individual Indemnity in accordance with the terms of entry.

DEFINED TERMS

In this Individual Indemnity, Waiver and Indemnity:

Claim(s) means any claim, cost, damages, debt, expense, injury, liability, loss, allegation, suit, action, charges, demand, cause of action or proceeding of any kind, including medical/ambulance evacuation costs and legal cost and expenses, wherever and whenever arising, and whether or not known or in the contemplation of the Individual signing this Indemnity Agreement, or the date of the Event, and whether arising at common law, in equity, under statute or otherwise.

Entrant means the individual or organisation, whether or not incorporated, entering a vehicle in the Event, as detailed in "The Entrant" section of the Entry Request.

Event means the Bridgestone World Solar Challenge, as defined in the Regulations, and shall include all activities on and off public roads, including testing, scrutineering, briefings, public displays, demonstrations and demonstration events.

Individuals shall include all personnel:
   a) declared by the Entrant as being part of the Entrant’s Team; or
   b) acting with the Entrant’s knowledge,

including Team members, managers, support and service crews, their respective officers, directors, employees, agents, contractors, sub-contractors and representatives.

Organiser shall include:
   a) The Government of South Australia as represented by the South Australian Motor Sport Board (SAMS
   b) each sponsor of the Event;
   c) Event managers and coordinators;
   d) any person directly or indirectly associated with the Event including the owners, licensees or occupiers of any property upon which the Participant enters during the course of the Event; and
   e) the officers, directors, employees, agents, affiliates, representatives, officials, scrutineers, stewards, observers, volunteers, contractors, sub-contractors, of those persons listed in subparagraphs (a) –(d) inclusive, and will include all medical and paramedical personnel appointed for or assisting with the Event.

Regulations means the Event Regulations and vehicle requirements as published by the Organiser, as they are updated from time to time.

Team means (as the context requires) the Team named in the first paragraph of the ‘General Terms’ below or any other team entered into the Event by the Entrant.

Any reference to "I" , "we" or "us" in this Team Participation Agreement is to be read as a reference to the Entrant, Team and/or any of the Team’s Participants, as the context requires.

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GENERAL TERMS

I (print name) ________________________________________________
duly authorised by (name of entrant) __________________________________
and on behalf of (name of team if different) ____________________________
wish to participate in the 2015 World Solar Challenge, and acknowledge that I have read and understood the Regulations of the Event and all that it entails.

1. I DECLARE and ACKNOWLEDGE that:
   a) I understand that participating in the Event may involve a real risk of serious injury, death, illness and/or loss of or damage to personal property from various causes including (but not limited to):
      • road accident and/or crashes;
      • conditions of roads used during the Event;
      • overexertion;
      • dehydration and/or heat exhaustion;
      • adverse weather conditions;
      • hypothermia;
      • the condition or suitability of any equipment used by the Participants and Participants of other Teams in the Event; and
      • the actions and/or inactions of the Organiser, other Participants in the Event, spectators and other road users;
   b) by participating in the Event, I have been warned regarding the possible risks referred to in paragraph 1(a) and that it is possible that I or any of the Team’s Participants may suffer serious injury (including death) or illness as a result of such participation;
   c) that I participate in the Event entirely at my own risk and that at any time I can decide not to participate in the Event;
   d) that I am physically fit and able to participate the Event, and I accept all risks associated with any failure to attain the necessary level of physical fitness required to participate in and complete the Event;
   e) Participation in the event involves travel in extremely remote areas. If I am injured or suffer from an illness, a qualified medical practitioner and/or paramedic (as the case may be) might not be immediately available in order to treat any injury or illness, and I accept all risks associated with any delay in medical treatment of any injury or illness; and
   f) I will abide at all times with the Event rules, Regulations (as updated by from time to time) and any other instructions and/or directions that may be given by the Organiser, and that the Entrant, Team and/or a Participant on the Team may be expelled from the Event if in the opinion of SAMS:
      • the Entrant, Team or any Participant on the Team is not complying with an applicable Event rule or regulation, or a direction from the Organiser; or
      • the actions or behaviour of the Entrant, Team or any Participant on the Team are dangerous or may bring the Event into disrepute.

2. REPRESENT, WARRANT and UNDERTAKE that I am:
   a) eighteen years of age or older at the date I accept the terms and conditions set out in this Team Individual Indemnity;
   b) am participating in the Event at my own risk having considered and been warned the consequences of doing so;
   c) have trained and prepared sufficiently to participate in the Event;
   d) am physically fit with no pre-existing medical condition or other condition that has not been disclosed to the Organiser at the date of signing of this Individual Indemnity;
   e) have taken and considered independent medical advice for any medical condition or complication of condition which they may have or which may arise by reason of their participation in the Event;
   f) have not been advised by a qualified medical doctor that I should not participate in the Event; and
   g) will withdraw from and not participate in the Event if I:
      • have not trained sufficiently or prepared adequately for the Event; or
      • become aware of any medical condition or impairment that may be detrimental to their health if I participate in the Event; or
      • otherwise become sick or injured prior to the Event.

3. WAIVE, RELEASE and DISCHARGE the Organiser from any and all Claims I may have, of whatever nature, arising out of or in connection with, directly or indirectly:
   a) any delay to, or cancellation of, the Event;
b) participation in and travel to and from the Event;

c) any medical of other assistance provided to me during the Event;

d) any act or omission in connection with the Event by any of the Organiser, including:
   • any negligence, breach of contract or breach of law on the part of any of the Organiser; and/or
   • any failure of the Organiser to provide services in connection with the Event with due care or skill; and/or

e) any act or omission by any other person participating in the Event, or involved in the conduct of the Event,
   including Claims for death, mental injury, nervous shock, disability, personal injury, property damage, property theft and,
   including to the fullest extent permitted by law, where such Claims are caused by the negligence of one or more of the
   Organiser.

4. INDEMNIFY and hold harmless the Organiser and will keep them indemnified and held harmless against any and all Claims
   (including all consequential loss and legal costs on a full indemnity basis and whether incurred or awarded against any of the
   Organiser) the Entrant, Team or any Participant on the Team may have arising out of or in connection with, directly or indirectly:
   a) my participation in, or travel to and from, the Event; or
   b) any medical or other assistance provided to me by the Organiser or any other person during the Event.

5. ACKNOWLEDGE and AGREE that:
   a) I will, at all times, abide and be bound by the Event Regulations (as they may be updated by the Organiser from time
to time) and any instructions and/or directions that may be given to the Entrant, Team or a Team Participant at any
time during the Event by any of the Organiser;
   b) it is my sole responsibility to ensure that I:
      • have read, fully understood and comply with the Regulations; and
      • I keep myself informed of any updates and/or changes to the Regulations that may occur between the date
        on which I commit to attend the Event and the date on which the Event commences;
   c) the only contractual rights, obligations and duties that exist between myself on the one hand, and the Organiser on
      the other, are as set out in this Individual Indemnity, the Individual Indemnities signed by each of the Team's
      Participants and the Event Regulations (as they may be updated by the Organiser from time to time);
   d) to the extent permitted by law, the Organiser expressly exclude and disclaim all conditions and warranties that may
      be express or implied, including any implied warranties under sections 60, 61 and 62 of the
      Australian Consumer Law
      that:
      • the Event will be rendered with due care and skill;
      • any material and/or services supplied in connection with the Event will be reasonably fit for the purposes for
        which they are supplied; and
      • any material and/or services supplied in connection with the Event will be reasonably fit for a particular
        purposes or desired result,
      (the "Warranties").
      If the law prevents the exclusion of and implies any of the Warranties then the liability of any of the Organiser for
      breach of any of the Warranties will, pursuant to section 64A of the
      Australian Consumer Law, be limited to the
      supply of the service again or payment of the costs associated with supplying the service again;
   b) the Organiser may postpone or cancel the Event (at their absolute discretion) at any time either before or during the
      Event;
   c) I am solely responsible (at my own cost) for taking out and maintaining all policies of insurance that the Entrant,
      Team and any of the Team’s Participants are required to take out in accordance with the Event Regulations,
      including:
      • third party bodily injury insurance;
      • insurance covering loss of, or damage to, any personal effects, tools, equipment, vehicles or any other assets
        under my ownership or control.
      • any personal travel insurance beyond the terms of any policy of insurance taken out by any of the Organiser
        in relation to the Event as expressly set out in the Regulations.

and that the Entrant, Team and Team’s Participants are not covered by any policy of insurance taken out by any of the
Organiser in relation to the Event other than as expressly set out in the Regulations.
CONSENT to:

a) the publication and use in any form of media whatsoever, whether during or after the Event, of any photographs, videotapes, motion pictures, recordings or any other records of the Event that contain the my name, image or statements made in connection with the Event, for any purpose relating to the Event (including advertising and/or promotion) without payment, remuneration or compensation of any kind; and

b) receiving any medical treatment or assistance that may be deemed necessary or advisable by the Organiser if I suffer injury, accident or illness during the Event; and

c) the provision of any medical information given to the Organiser to be provided to any medical practitioner, paramedic or any other person involved in or associated with any medical treatment or assistance that I may be given as a result of their participation in the Event, regardless of whether such medical treatment or assistance is ultimately given.

I and the Organiser are independent contracting parties, and nothing contained in this agreement shall be deemed to create a partnership, joint venture or agency relationship between them, or grant any party any authority to assume or create any obligation on behalf of, or in the name of the other except where provided for by the Regulations of the Event.

This Agreement shall be governed by the laws of South Australia and, where applicable, the laws of the Commonwealth of Australia.

Entry into the Event is subject to the acceptance to this Individual Indemnity in its entirety.

Signed………………………………………
Print name………………….......……………………
Institution ……………………………………………………………………………………………
Team Name......................................................................................
Dated the …………………………………. day of ………………………… 201_.

World Solar Challenge,
PO Box 663,
Kent Town, South Australia 5071
teams@worldsolarchallenge.org
Tel: +61 8 8212 8500

EVENT ORGANISER USE ONLY

Signature Confirmed - Approved / Not Approved

Signed: _____________________________
Print Name: __________________________

This document is not considered final until approved by an Event Organiser representative at Team Registration in Darwin.