

FORESTS NSW WAIVER AND INDEMNITY

FOR SPECIAL PURPOSES PERMIT NO:

GRANTED TO: Tumut MTB

EVENT: MTB race 1hr/3 hr

TO BE CONDUCTED ON: 7.5.23

This waiver should be construed as a risk warning and is given as a risk warning in accordance with the provision of the Civil Liability Act 2002. Mountain Biking is a dangerous recreational activity that involves a significant risk of physical harm.

1. I hereby release and forever discharge each of the organizers, its officers, employees, volunteers, agents, contractors, public bodies, landholders and sponsors, from any and all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever, which I, my executors or administrators or any other person has or might assert against any of them arising from, in relation to, incidental to or by virtue of any injury, loss or damage suffered or sustained by me in connection with my participation in the Event.
2. I hereby release and forever discharge the Government of the State of New South Wales and the Forestry Commission of NSW trading as Forests NSW from any and all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever, which I, my executors or administrators or any other person has or might assert against them arising from, in relation to, incidental to or by virtue of any injury, loss or damage suffered or sustained by me in connection with my participation in the Event.
3. I hereby indemnify and hold harmless, and shall keep indemnified and held harmless, each of the organizer, its officers, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from, in relation to or by virtue of:
 - (a) Any injury, loss or damage sustained by me;
 - (b) Any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part, in connection with my participation in the Event.
4. I hereby indemnify and hold harmless, and shall keep indemnified and held harmless, the Government of the State of New South Wales and the Forestry Corporation of NSW, from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from, in relation to or by virtue of:
 - (a) Any injury, loss or damage sustained by me;
 - (b) Any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part, in connection with my participation in the Event.

<u>Name</u>	<u>Address</u>	<u>Signature</u>