

# RELEASE & INDEMNITY FORM

Hastings Deering Tractor Pull & Garden Tractor Display, Babinda

Saturday 12<sup>th</sup> – Sunday 13<sup>th</sup> October 2019



1. I, .....  
of ..... in the State of ....., am aware and acknowledge that participation in a tractor pull, garden tractor display or tractor static display involves inherent risks, including the risk of injury to life or death and damage to property and in undertaking such activities, I do so at my own risk.
2. I am also aware that it is a condition of participation in the Hastings Deering Tractor Pull, Garden Tractor Display and/or Static Tractor Display] (“Event”) that NQ Tractor Pulling Inc, its officers and employees, agents and volunteers are released by me from all liability howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of my participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of NQ Tractor Pulling Inc, its officers and employees, agents or volunteers.
3. I indemnify NQ Tractor Pulling Inc, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of my participation in the Event.
4. I acknowledge and agree that my participation in the Event is as a consequence of my own free will and desire and that I have read and understood the above warning, release and indemnity.
5. I warrant that I am 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that I am a minor, I have the permission of my legal guardian to participate in the Event and that my legal guardian has agreed to adhere to the terms of the indemnity below.

\_\_\_\_\_  
Signature Printed Name

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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### To be completed only if the participant is a minor

I, .....  
of ..... in the State of ....., am the legal guardian of ..... (“Participant”) and consent to him/her participating in the event.

- I release NQ Tractor Pulling Inc, its officers and employees, agents and volunteers from all liability, howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of the Participant’s participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of NQ Tractor Pulling Inc, its officers and employees, agents or volunteers.
- I indemnify NQ Tractor Pulling Inc, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of the Participant’s participation in the Event.

\_\_\_\_\_  
Signature Printed Name

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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