

# **SCHEDULE 1**

## **LIABILITY LIMITATION AND DISCLAIMER STATEMENT**

You expressly understand and agree that your participation in any event or function organised by the club is done so solely at your own risk and the Horseless Carriage Club of New Zealand (“the club”) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages.

You further agree that, to the maximum extent permitted by law, any and all liability and responsibility of the club owed to you in connection with any terms and conditions of membership or responsibilities caused by the clubs acts or omissions are expressly *excluded* regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

The club’s liability and responsibility is *excluded* in respect of any and all loss or damage, whether direct or indirect, including, without limitation, general and special damages, and consequential and incidental loss.

You expressly agree that your participation in any club event or function including your attendance as a spectator and or participant is on the condition that you are personally liable for all loss, including loss suffered by other persons for any actions which causes such loss and by being a member you waive the right to any claim against the club for any such damages.

You agree that you will first abide by the road code and road rules, and to obey these in preference to any of the club’s real or implied instructions.

You agree to the club disclaiming all liability, regardless of the form of action, for the acts or omissions of either its members and or the public at all times.

## **INDEMNITY**

By agreeing hereunder, you agree to indemnify and hold the club and all subsidiaries, affiliates, officers, directors, agents, and employees from all incidental, direct or indirect or consequential damages of any kind, or any damages whatsoever resulting from any loss whether or not advised of the possibility of damage, and on any basis of liability, arising out of or in connection with the use or performance of the clubs services or any or services provided by it including the organisation of event for its members and the public and agree to keep the club harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of any breach or any violation of any law or the rights of a third party.