



Monday, 3 August 2015

FIELD AND GAME AUSTRALIA

Vehicle Usage at FGA Events

Effective 1st September 2015

In order to maintain FGA's excellent safety record, and retain the use of mobility support for FGA members the following will apply at all FGA National and Branch events.

This will apply to the use of all-terrain vehicles, scooters, quad bikes, golf carts, and any other small vehicles (collectively known as "vehicles"), whether for use by a single occupant or providing travel for passengers.

GROUNDSETTERS AND BRANCH/EVENT PERSONNEL ARE EXEMPT FROM THESE RESTRICTIONS.

Vehicle Use:

Vehicles are available for use only by members with health or mobility-related requirements, where the use of a vehicle is essential to continue participation in FGA activities.

Proof of this essential need is required, and may consist of:

- a Disability Pension Card;
- a disability car parking permit; or
- a letter or certificate from a medical doctor, General Practitioner or medical specialist.

Documents providing evidence of the essential need to use a vehicle are to be supplied every 12 months to the National Office with renewal of membership, and will be reviewed every 12 months.

Decisions regarding eligibility will be made solely by the FGA National Office.

Approved members will be issued with written approval from the FGA National Office, a new membership card with ATV approval marked and a sticker so approved vehicles can be identified.

Members with approval for vehicle use will need to sign a waiver every 12 months (see attached sample).

Branches will sight the FGA approval held by the member at each FGA event where the vehicle is to be used.

All users of vehicles remain subject to the licensing and legislation appropriate to vehicles and their use.

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How Vehicles are to be used:

1. Drivers must be licensed to drive the particular vehicle.
2. FGA recommends the use of helmets at all time. Helmets are to comply with the appropriate safety standard.
3. Seatbelt/restraints, where fitted, must be worn.
4. Pillion passengers must not be carried on vehicles. Only those vehicles designed to carry passengers alongside the driver (eg. shoulder-to-shoulder) are permitted to carry passengers.
5. Vehicles are not to be driven over the speed of 10 km/h – this approximates a steady walking pace.
6. Pedestrians have right of way at all times.
7. Vehicles, when used at an FGA shooting ground, are to be stopped and parked at least 10 metres from shooting stands.
8. Vehicles are not to be driven in and/or around clubrooms, displays and/or marquees, and are to be stopped and parked at least 10 metres from these areas.
9. Vehicles are not to be left idling or running when parked, including if the driver is in attendance.
10. All care is to be taken to avoid interference with other shooters, hunters and/or their property.
11. Firearms, if carried on vehicles, are to be carried in accordance with firearm legislation and the Rules of Australian Simulated Field – refer Rule 4.0 Firearms (Shotguns).

FAILURE TO OBSERVE THE RULES APPLICABLE TO THE USE OF VEHICLES WILL RESULT IN CANCELLATION OF THE APPROVAL TO USE VEHICLES AT FGA EVENTS.

The Field and Game Australia “Vehicle Usage at FGA Events” policy will be reviewed in 12 months (by 1st September 2016)



Monday, 3 August 2015

Field & Game Australia Inc

Release of Liability and Indemnity

FOR AND IN CONSIDERATION of Field & Game Australia Incorporated (FGA), (the "Event Organisers") granting me permission to use my Motor Bike/ATV/Quad Bike or similar vehicle at the **FGA Events** ("the Events") it is a condition of entry thereto;

I, and all my heirs, successors, executors, administrators, agents and assigns; **HEREBY AGREE**

1. At all times during or in connection with the Events, to comply with all applicable rules and regulations and any or all lawful directions of authorised Event Officials and other authorised persons;
2. That I understand my attendance at and participation in FGA Events may involve the risk of serious injury, including permanent disability, death and social and economic loss arising not only from my own intentional or negligent acts or omissions, but also from the intentional or negligent acts or omissions of others, from the rules of play and their application, from the condition of the premises and/or equipment, as well as from other sources both known and unknown. Notwithstanding this knowledge I freely and voluntarily assume all risks both known and unknown associated with my attendance at and participation in the Events;
3. To the extent permitted by law, to **WAIVE** all and any claim, right or cause of action which I or my heirs, successors, executors, administrators, agents and assigns might otherwise have for or arising out of loss of my life, injury, damage or loss of any description whatsoever which I may suffer or sustain in the course of or consequential upon my attendance at or participation in the Events;
4. To the extent permitted by law, to **RELEASE AND DISCHARGE** the Event Organisers, the Crown in the right of the State of Victoria, their instrumentalities, agents, officers and employees and all other persons, corporations and entities, including but not limited to, sponsors, volunteers, contractors, service providers, their agents, officers and employees, in any way connected with promoting or staging the Events (referred to as the "Releasees"), from all liability to me, my personal representatives, heirs and next of kin for loss of my life, injury, damage or loss of any description, whatsoever arising out of or in any way connected with or incidental to my attendance at or participation in the said Event whether anticipated or not and whether caused by the negligence of the "Releasees" or otherwise;
5. To the extent permitted by law, to **INDEMNIFY AND HOLD HARMLESS** the Event Organisers, the Crown in the right of the State of Victoria, their instrumentalities, agents, officers and employees and all other persons, corporations and entities, including but not limited to, sponsors, volunteers, contractors, service providers, their agents, officers and employees, in any way connected with promoting or staging the Events (referred to as the 'Indemnitees') against any claim, demand, action, suit, proceeding, damage, cost, loss, expense or liability of any kind, including all legal costs howsoever suffered or incurred, that may be made or brought by any person in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of or in any way connected with my acts or omissions, by reason of my attendance at or participation in the said Event, and whether caused by the negligence of the Indemnitees or otherwise;
6. The Trade Practices Act, 1974 (Commonwealth) and other laws imply certain conditions, warranties and rights into contracts with consumers that cannot be excluded or limited. This Release of Liability and Indemnity does not exclude or limit the application of any such conditions, warranties or rights which may apply where to do so would contravene those laws;
7. I have read this Release of Liability and Indemnity, fully understand and agree to all its terms, and have signed it freely and voluntarily.

FULL NAME:.....

SIGNATURE:.....

DATE:.....