

ROYAL AGRICULTURAL SOCIETY REGULATION 17

LIABILITY AND INDEMNITY

17.1 Exhibitor accepts

The lodgement of an Application of Entry form shall be deemed to be acknowledgment by the Exhibitor of his or her agreement that the Society shall be under no liability for:

17.1.1 No Liability for animals or birds Exhibited

the loss, injury or death of any animal, (including birds) Exhibited, whether caused by, or attributable to, the negligence of the Society, or of its servants or Agent, or otherwise howsoever;

17.1.2 No Liability for property Exhibited

any loss or damage occasioned to or by any property Exhibited, whether caused by, or attributable to, the negligence of the Society, or of its servants or Agent, or otherwise howsoever;

17.1.3 No Liability for other animals, property, Exhibitor or general public

any injury or damage occasioned to any other animal or property Exhibited, or to any other Exhibitor, or to the general public, whether caused by, or attributable to, the negligence of the Society, or of its servants or Agent, or otherwise howsoever;

17.1.4 No Liability for contracting any disease or suffering animals or birds

any loss or damage suffered by any Exhibitor as a result of any disease contracted or suffered by any animals (including birds) after, or as a consequence of any animal Exhibits, or their progeny, being brought onto the Showground.

17.2 No Liability for livestock sales

The Society and the Auctioneers of Royal Show Livestock Sales shall be under no liability to any Owner or purchaser of livestock (whether exhibited or otherwise) entered for sale or sold at any Royal Show Livestock Sale:

17.2.1 No Liability for livestock auctioned

in respect of any loss or injury to such livestock; whether such loss or injury be caused by or be attributable to, the negligence of the Auctioneers specified in the Regulations relating to the Royal Show Livestock Sales or to the Society or any of its servants or Agents;

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17.2.2 No Liability for other livestock, property, Exhibitor or general public

for any injury or damage occasioned to any other livestock or property, or to any other Exhibitor, or to the general public, whether caused by, or attributable to, the negligence of the Auctioneers specified in the Regulations relating to the Royal Show Livestock Sales or to the Society or any of its servants or Agents;

17.2.3 No Liability for consequential loss and loss of profits

for any loss or damage (including without limitation consequential loss and loss of profits) suffered by any Owner or purchaser of livestock as a result of any disease contracted or suffered by any livestock after, or as a consequence of any livestock being entered for sale, at any Royal Show Livestock Sale.

17.3 Exhibits sold privately

Where any animal Exhibited, or any other Exhibit, is sold privately during the time of the Royal Show the vendor thereof shall indemnify the Society against all liability to the purchaser in respect of any loss, injury, disease or damage to such animal or other Exhibit whether such loss, injury, disease or damage be caused by or attributable to the negligence of the Society or any of its servants or Agents.

17.4 Accidents and Incidents

Competitors, Exhibitors and Attendants must report promptly to the Society all accidents and incidents causing or likely to cause injury to persons or damage to property.

17.5 Trade Practices Act

To the extent that any matter relating to entry or remaining upon the Showground relates to the supply of goods or services by the Society within the meaning of s. 68A of the ***Trade Practices Act 1974 (Cwlth)***, the Society's liability is limited as follows:

(a) in the case of goods, the replacement, repair or payment for the replacement or repair of the goods.

(b) in the case of services, the re-supply of the services or the cost of the re-supply of the services.

It shall be in the Society's absolute discretion as to whether it replaces, repairs or pays for replacement or repair of goods. It shall be further in the Society's discretion as to whether it re-supplies or pays the cost of re-supply or services.

17.6 Indemnity

To the maximum extent permitted by law, each Competitor and Exhibitor must indemnify and keep indemnified the Society and its officers, employees, members and Agents from and, against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which the Society is or may become liable in respect of or arising from:

(a) loss, damage or injury to any person in connection with the Exhibit or the relevant Event;

(b) without limiting sub-regulation (a) loss, damage or injury to any other Exhibit or Exhibitor, his or her family, invitees, Agents, or to the property of the Society, or its members, or to the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor, his or her family, invitees or Agents; and

(c) without limiting sub-regulation (a) loss, damage or injury to the Exhibit, or the Exhibitor, his or her family, invitees, or Agents caused or contributed by an act or omission of an Exhibit of the Exhibitor or by the transportation, feeding or housing of an Exhibit of the Exhibitor.

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17.7 Removal of Exhibit

Without prejudice to any other provision of these Regulations, where the Society, its officers, employees, members or Agents remove an Exhibit, or causes an Exhibit to be removed from the Showground, the Exhibit is removed or caused to be removed entirely at the risk of the Exhibitor. The person or persons removing the Exhibit will be deemed to be the Agent of the Exhibitor, and his or her acts and omissions will be deemed to be the acts and omissions of the Exhibitor.