

CALOUNDRA ROTARY'S CAR BOOT SALE 1 JUNE 2019

Stallholder Release and Indemnity

1. Stallholder acknowledges that certain products and services are not covered by Stallholders Liability Insurance Policy arranged through One Underwriting, with the following products and services being specifically excluded:
 - **Second hand mechanical goods, electrical goods and toys.**
 - **Medicines, potions, oils, fragrances, soaps and beauty products, (but oils, fragrances, soaps, and beauty products will be covered if predominantly consisting of natural ingredients).**
 - **Hazardous, flammable or dangerous goods.**
 - **Massage, manipulation, chiropractic, massage therapies or treatments provided by stallholders.**
 - **Any product, item or service prohibited by Federal or State legislation to be sold or traded without suitable licence.**
2. **Stallholder further acknowledges that the provision of these products and services are done so at Stallholders own risk and choice.**
3. Stallholder acknowledge that Rotary is not an Insurance advisor or agent and I will forward any questions directly to One Underwriting or Insurer of my choice.
4. Stallholder releases Rotary, its officers and employees, agents or volunteers from any liability or obligation (including any future liability or obligation which may have existed but for this release) to Stallholder (or any person claiming through or on behalf of Stallholder) in respect of:
 - 4.1. loss of or damage to any real or personal property; and
 - 4.2. Personal Injury to any persons (including agents or representative of the Stallholder), arising out of or in connection with Market or the performance the Stallholder's other obligations under this agreement.
5. Stallholder indemnifies Rotary, its officers and employees, agents or volunteers and keep Rotary, its officers and employees, agents or volunteers indemnified against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities in respect of:
 - 5.1. Personal Injury to Stallholder or representative of Stallholder; and
 - 5.2. Personal Injury to any persons (other than Stallholder or representative of Stallholder); and
 - 5.3. loss of or damage to real or personal property, Market site or any property whether located on Market site or otherwise, arising out of or in connection with Market or the performance of its other obligations under this agreement.
6. Stallholder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clauses 4.2 and 4.3 will be reduced proportionally to the extent only that a negligent act or omission of Rotary, its officers and employees, agents or volunteers has contributed to the Personal Injury, loss or damage.
7. Stallholder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clause 4 is a primary obligation and is not the same as or subordinate to any other indemnity to which Rotary is entitled.

Stallholder acknowledges and agrees that:

- They have read and understood the policy wording, including specified exclusions, of the One Underwriting Public and Products Liability Insurance Summary; and
- Their participation in the Market is as a consequence of their own free will and desire and they have read and understood the above warnings, releases and indemnity.