

P&K Farm Plot – Waiver, Release & Indemnity Form

Members,

All growers wishing to purchase cane from the plot for the 2022 Season will again be required to sign a Waiver, Release & Indemnity (“Release”) before cane will be released by BPS to the grower. **Attached** is a copy of the Release for the 2022 season.

Please read the terms of the Release carefully.

If you wish to purchase cane through BPS please sign (in the presence of a witness) and return the “Release” document to the **KCGO office**.

PLEASE NOTE: Cane will not be made available until the Release document is signed and returned.

The Waiver, Release & Indemnity form is also available at the KCGO office for members convenience. Staff are happy to assist members complete this “Release” and handle any other inquiries regarding this matter.

Regards,

Dave Paine
KCGO MANAGER



WAIVER, RELEASE AND INDEMNITY

This Waiver, Release & Indemnity ("Release") is made on ____ day of _____, 20__ between:

Releasor: _____, at _____ ("Releasor")

Collective membership: _____

and

Releasee: Pioneer Cane Growers Organisation Limited (ACN 111 943 590), Kalamia Cane Growers Organisation Limited (ACN 092 708 337) and P&K Farming (ABN 20 092 466 755), at 142 Young Street, Ayr in the state of Queensland ("Releasee").

1. Pioneer Cane Growers Organisation Limited and Kalamia Cane Growers Organisation Limited own a farm plot, the P&K Farming plot, Wilmar Farm Number 7149A ("the Plot"). Treated cane is provided by Burdekin Productivity Services to P&K Farming for planting at the Plot. Cane from the Plot is then sold by Burdekin Productivity Services to growers in the Burdekin for planting and Burdekin Productivity Services reimburses P&K Farming for the purchase price paid by the growers for the cane.
2. The Releasor has requested that the Releasee make available for purchase through Burdekin Productivity Services, cane from the Plot for the Releasor to plant.
3. In 2021 Ratoon Stunting Disease (RSD) was detected in samples taken by Burdekin Productivity Services from the Plot. The Releasee quarantined the effected varieties for 2021 and sent them to the mill for processing. This year all RSD tests undertaken by Burdekin Productivity Services have returned negative results, however, due to the nature of RSD and the inability to test every stool in the Plot, Burdekin Productivity Services are unable to guarantee that the cane supplied from the plot will be disease free.
4. The Releasor agrees and accepts that any cane supplied from the Plot is not guaranteed to be disease free and is not supplied as "approved seed cane".
5. In consideration of the Releasee agreeing to sell cane to the Releasor, the Releasor and anyone claiming on Releasor's behalf forever waives, releases, discharges and indemnifies the Releasee and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, (including any claim for consequential loss) known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to the supply of cane from the Plot.
6. In exchange for the release of referred to in clause 5 above, the Releasee will provide Releasor with cane as requested by the Release and in consideration of such supply, the Releasor agrees to accept the cane with the knowledge of the matters referred to in clauses 3 and 4 above.
7. The Releasor acknowledges and agrees that subject only to the terms and conditions implied by any relevant law, no condition, warranty or representation express or implied is or has been given by the Releasee, its servants or agents as to the condition, quality, of the cane from the Plot or its suitability or fitness for the Releasor's purpose, and that the Releasor has relied on its own skill and judgment in electing to purchase cane from the Plot.

8. The Releasor hereby assumes all risks in connection with the supply of cane from the Plot, for any loss or damage (including consequential loss or damage) that may result from the supply of cane from the Plot, including all risks in any way connected therewith, whether foreseen or unforeseen.
9. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
10. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to provide the release referred to in clause 5 above and has not assigned or transferred any of its rights to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Queensland.
11. Both parties represent they fully understand their right to review all aspects of this Release with legal representatives of their choice, that they have had the opportunity to consult with their legal representatives, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.
12. The Releasor consents to the Releasee providing a copy of this form to Burdekin Productivity Services.

Executed by or on behalf of the Releasor by:

Signed by.....(name) in the presence of

.....
Witness Sign

.....
Print Witness Name

Executed by or on behalf of the Releasee:

.....
PCGO Chairman-

.....
PCGO Secretary-

.....
KCGO Chairman-

.....
KCGO Secretary-