

**NOMINATION FORM, RELEASE AND WAIVER OF LIABILITY.
ASSUMPTION OF RISK, WARRANTS AND INDEMNITY AGREEMENT
Valid for the period 1st July 2016 to 30th June 2017**



In this Release and Waiver of Liability:

"Releasees" means promoters, participants, racing association, sanctioning organizations or any subdivision thereof, track owners, officials, car owners, drivers, pit crews, rescue personnel, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Events, premises and event inspectors, surveyors underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Events, and each of them, their directors, officers, agents and employees.

"Restricted Area" means and includes the pit lane/alley, pit paddock, race track or other areas designated by the Promoter as being restricted to access by authorized personnel and not generally accessible by the public;

All other capitalized terms used will have the same meanings ascribed to them in the attached application form.

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to any statutorily implied warranty, if applicable, and **IN CONSIDERATION** of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any **RESTRICTED AREA EACH OF THE UNDERSIGNED**, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Agrees, if the circumstances permit, to bring to the attention of any Event official any act, fact, matter or thing, which comes to his/her attention which she/he apprehends poses a risk of danger to him/her or to third parties and, all circumstances, to immediately leave any Restricted Area if it is necessary or desirable to avoid or minimize the risk of personal injury to him/herself or others.

2. HEREBY WAIVES, RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the Releasees from liability of any nature whatsoever, howsoever arising from, my participation, in any capacity whatsoever, in any competitive motor racing event held at the Venue.

3. HEREBY INDEMNIFIES and saves harmless the Releasees from and against liability arising from any claim, demand, or legal proceedings for recovery of damages for loss or damage of any nature whatsoever suffered as a result of any personal injury sustained, or death or property damage occurring in any Restricted Area or from my participation in any competitive motor racing event conducted at the Venue.

4. HEREBY WARRANT to the Releasees, That:

- (a) I am not aware of any health related issues that would deem me unfit to participate in competitive motor racing and I either possess a current Australian State or Federal Government road licence or a speedway licence issued by a recognized Speedway organisation.
- (b) I have reviewed all risks associated with my participation in competitive motor racing events and I am satisfied that I have sufficient ambulance cover, injury assistance, medical benefits, personal accident insurance, Income protection, hospital benefits including all other types of benefits or insurances, to cover me from and against any loss and damage which may be suffered by me (including personal injury and property damage) as a consequence of any act or omission of any person in the course of competitive motor racing at the Venue;
- (c) I have reviewed all types of safety apparatus that is available on the market, including, but not limited to, helmets, head and neck restraints, gloves, driving suits and underwear, safety footwear, seats and seat belts, associated with my participation in competitive motor racing events and based upon this information, I am satisfied that I utilise sufficient safety apparatus to protect me in the event of any accident in the course of competitive motor racing, furthermore, I take full and sole responsibility for complying with the manufactures instructions and the fitting and proper use of all safety equipment used by me.
- (d) That if I am an owner/driver, the Motor Racing Vehicle has been mechanically examined by a suitably qualified person to ensure that the Motor Vehicle is in sound condition suitable for competitive motor racing of vehicles in the Class and that it does not pose a threat to the safety of the driver or other participants at the venue,
- (e) That work safety standards will be adhered to by race team personnel when working on the race car, including but limited to, correct storage and labeling of fuels and other dangerous substances and equipment, use of chassis or axle stands, race team to be appropriately dressed (no open toed shoes etc), electrical generators and other electrical equipment must have suitable protection devices fitted and electrical tools and equipment must be appropriately tested and tagged, Quad Bikes will be driven at speeds not exceeding walking pace and riders must wear a helmet.

5. THIS ACKNOWLEDGEMENT AND CLAUSES 2, 3, and 4 above, are binding upon me, my personal representatives, assigns, heirs, and next of kin.

6. Agrees that the releases and indemnities given under clause 2, 3 and 4 extend to any negligent act or omission by the Releasees in the course of conducting any competitive motor racing Event at the Venue and include any act or omission which may occur in administering emergency procedures, whether by way of first aid or otherwise.

7. HEREBY VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the **NEGLIGENCE OF RELEASEES** or otherwise.

8. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES**

9. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, Notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WARRANTS AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, TO THE EXTENT THAT LIABILITY IS UNABLE TO BE EXCLUDED AT LAW, THE LIABILITY OF THE RELEASEES IS LIMITED TO THE EXTENT OF INSURANCE COVER EFFECTED BY THEM FOR THE INCIDENT RESULTING IN LOSS OR DAMAGE.

NAME.....SIGNATURE.....

Address.....Postcode.....

Contact Telephone Number.....Drivers Licence #Date;

Prize/ Money Payment; Please tick one of the following boxes. Car #

**Cheque; Made payable to
Post cheque toPostcode**

**EFT to; Account Name
BSB Acct #**