

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

### Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are not limited to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

### Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, I will and agree to:

- to release Motorsport Organisations and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - my death;
  - any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - the contraction, aggravation or acceleration of a disease including but not only COVID-19;
  - the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - that is or may be harmful or disadvantageous to me or the community; or
    - that may result in harm or disadvantage to me or the community,
  - any claim for any costs and expenses I may incur as a consequence of any of the above;arising from my participation in or attendance at the Motorsport Activities;
- indemnify and hold harmless and keep indemnified Motorsport Organisations and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- attend at or participate in the Motorsport Activities at my own risk.

### I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Organisations and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Organisations and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Organisations and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Organisations insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Organisations has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Organisations may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility, and I will arrange any additional coverage at my expense after taking into account Motorsport Organisations insurance arrangements, this document and my own circumstances.

### Definitions:

- a. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Organisation insurance policy by any person expressly entitled to make a claim under that insurance policy;



## Risk Warning, Disclaimer and Indemnity Event Media



- b. "Entities" means event and competition organisers/promoters/managers, land and track owners / managers / administrators / lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Organisation's public / product / professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers / president / directors / executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- c. "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Organisations regulate or administer or otherwise are under the responsibility / control of Motorsport Organisations;
- d. "Motorsport Organisation" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia and Motorcycling Australia Ltd;
- e. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
- a sporting activity; or
  - a similar leisure time pursuit or any other activity that:
    - involves a significant degree of physical exertion or physical risk; and
    - is undertaken for the purposes of recreation, enjoyment or leisure.

### Declaration

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Organisations and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Organisations at all times.

The information I have entered into this form is true and correct and I will advise Motorsport Organisations immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

Name

Signature

Date

### Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I, \_\_\_\_\_ of \_\_\_\_\_  
am the parent/guardian of the above-named ('Minor') who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the event at their own risk.

Signature

Date