



DRIVER – RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Victoria)

WARNING! Motor Racing is Dangerous, and accidents can and do happen. All care is taken to protect you, but you are warned that there is a possibility of an accident-causing personal injury or death.

Subject to that 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 (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin.

1. Acknowledges, agrees and represents that he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Australian Auto-Sport Alliance Pty. Ltd., the Organisers, the landowners, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), 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 EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releases", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal ON ACCOUNT OF INJURY TO THE PERSON OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF PERSONAL INJURY or DEATH arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of personal injury and/or death Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. Hereby assumes full responsibility for the preparation and safety of the vehicle to be used and further give an assurance that the vehicle has been checked for safety and is in a condition fit to be used for motor racing.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Fair Trading Act 2012 (Vic) and the Australian Consumer Law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.



PASSENGER INDEMNITY FORM (Victoria)

WARNING! Motor Racing is Dangerous, and accidents can and do happen. All care is taken to protect you, but you are warned that there is a possibility of an accident-causing personal injury or death.

Spectators, participants or guests are warned that Motor Racing is dangerous and accidents can happen. All care is taken to protect the public but spectators, participants and guests entering the Pit or Track Area are warned that there is a possibility of an accident causing personal injury or death. By purchasing and/or using a ticket, Official Pass or stamped symbol that permits entry to the Event and/or the Pit or Track Area, the spectator, participant or guest acknowledges that entry to the venue at which the Event or activity is held and/or the Pit or Track Area, has a degree of danger and the owners, Promoters, clubs, corporations, organisations, participants or other person's having any connection with the promoting, organising or conduct of the Event or activity shall have no liability, either in tort or contract, for any personal injury or death, whether caused by negligence or otherwise, to the spectator, participant or guest, except in regard to any rights those persons may have under the **Fair Trading Act 2012 (VIC)** and the **Australian Consumer Law** and at law.

The Event or activity will be conducted under the rules of the Australian Auto Sport Alliance Pty. Ltd. The Organisers by accepting the entry of any car, or other vehicle or by allowing any vehicle to participate in the Event shall not be deemed to warrant or guarantee the competency of any drivers, riders nor mechanics participating in the Event nor any Officials appointed for the supervision of the Event or activity pursuant to these rules, nor the efficiency or mechanical soundness of any car, motorcycle or other vehicle entered for and taking part in the Event or activity, nor that the track for the Event is in a safe condition for racing or driving, nor that such track nor any part thereof shall be free from spectators or any obstacles nor that the rules governing said Event or activity shall be observed by any other entrant, driver, rider, mechanic nor Official therein.

An authorised "AASA" representative has explained this form, and the activities in which I will participate to me in detail and I/we the undersigned have read the Supplementary Regulations issued for this Event and this activity and agree to be bound by them and by the rules of the Australian Auto Sport Alliance Pty. Ltd. I/we also acknowledge and agree as a condition of participation that neither the Australian Auto Sport Alliance Inc, nor the Promoters or Organisers of the race meeting/Event or their respective servants, Officials, representatives or agents, the Organisers, nor the Driver / Owner / Entrant shall be under any liability whatsoever for my death or personal injury which may be sustained by me as a result of my participation in the Event or activity howsoever such death or personal injury is caused whether by negligence or otherwise.

By signing this form, the person named below (Passenger) verifies that they have read the above. have had an authorised AASA representative explain this form and the activities in which they will participate in detail and are in good health and know of no reason not to undertake the activity and understand the written and verbal advice pertaining to the Event or activity. The person named below (Passenger) will not hold "AASA", nor any of its Officials, nor any of its representatives, nor the venue or staff, nor the Driver / Owner / Entrant named below responsible for any injury nor any health problem that might occur as a result of this activity.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.