



## PARTICIPANT'S ACKNOWLEDGEMENT OF RISK STATEMENT INCLUDING WAIVER, RELEASE & INDEMNITY (VIC)

This is an important document, which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

**The Business:** Australian National Drag Racing Association Limited (ANDRA) and ANDRA Member Tracks organising events and activities recognised by ANDRA.

**The Activity:** Principally administrators, organisers & promoters of drag racing and related, permitted activities.

### The Risks of the Activity:

- Risk of being hit by a vehicle or hitting another vehicle.
- Risk of being hit by debris from vehicles or surface.
- Risk of colliding with safety barriers/fencing or other fixed or moveable objects
- Risk of crashing due to the surface of the track
- Risk of being burnt or suffering physical or psychological injury
- Risk of crashing due to debris being on the track
- Risk of slipping and falling.
- Risk of injury through acts of violence or other harmful acts committed by person attending or participating in the event.

**Medical Declaration:** I declare that after careful consideration I am not subject to any existing injury, medical condition or treatment that may render me unsuitable for participation in the Activity.

**Acknowledgements:** I acknowledge that:

- I am the Participant.
- I am being supplied with a recreational service by the Business.
- The Activity is a dangerous recreational activity, which involves a significant risk of physical harm.
- I may be injured as a result of my participation in the Activity.
- My personal property may be lost, damaged or destroyed as a result of my participation in the Activity.
- Other people may cause me injury or may damage my property in the course of my participation in the Activity.
- I may cause injury to myself or other persons or damage my property or the property of others in the course of my participation in the Activity.
- The natural conditions in which the Activity is conducted may vary without warning.
- My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
- The Business relies on the information provided by me and I state that all such information is accurate and complete.
- I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to participate in the Activity or in deciding to sign this document

### RISK WARNING

- I acknowledge that I have been warned of the Risks of the Activity.
- I acknowledge that participation in the Activity may also involve other risks not noted in the Risks of the Activity listed in Section 3.
  - The Business has placed signs around the site on which the Activity is to be performed warning of the risk of injury. I have read the signs and understand the warnings provided.
  - The Business has provided me with warnings of the Risks associated with the Activity and the risks of physical or psychological harm in participating in the Activity.

### ASSUMPTION OF RISK

Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity at my own risk.

### WAIVER, RELEASE AND INDEMNITY

- **RISK WARNING: WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:** Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in this agreement is required to ensure that the recreational services it supplies to you:
  - are rendered with due care and skill; and
  - are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
  - might reasonably be expected to achieve any result you have made known to the supplier.
- Under section 22 of the Australian Consumer Law & Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you accept these terms and conditions, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this agreement (paragraphs 2.2 and 2.3). NOTE: The change to your rights, as set out in this agreement, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Act 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012. 2.6.
- I agree that the provisions set out above (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death, personal injury, or property damage or loss from the Activity.
- I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

### MISCELLANEOUS

- I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business, I may be injured or injure someone else. Further I understand that I will not be permitted to continue the Activity and no refund will be given.
- I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
- I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.
- I ACKNOWLEDGE THAT I HAVE READ THE DOCUMENT WARNING ME OF THE RISKS OF MY PARTICIPATION IN THE ACTIVITY.
- I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE DOCUMENT.
- I SIGN THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.