

(This disclaimer is to be used for drivers/entrants during private practice or testing sessions)

DISCLAIMER

EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK PRIVATE PRACTICE / TESTING

I apply to (“**Track Operator**”) for permission to enter and use the property known as the motor sport Circuit (“**Circuit**”) for the purpose of driving a car, or riding a motorcycle in Private Practice/Testing sessions conducted at the Circuit and also for the purpose of taking part as an official, spectator or mechanic in connection with Private Practice/Testing (“**Activity**”).

In exchange for being able to attend the Circuit and participate in the Activity (whether as a driver, rider, official, spectator or mechanic), I agree:

- to release Confederation of Australian Motor Sport Ltd (“**CAMS**”) and Australian Motor Sport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the “**Associated Entities**”) from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) (“**harm**”) howsoever arising from my attendance at the Circuit and participation in the Activity, except to the extent prohibited by law;
- that CAMS and the Associated Entities do not make any warranty, implied or express, that the Activity services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- indemnify the Track Operator, CAMS and the Associated Entities in respect of any actions, suits, proceedings, claims, demands, losses, damages, costs, penalties and fines as a result of or in connection with the Activity whether caused or contributed to by any act or omission (including negligence) of the Track Operator, CAMS or the Associated Entities; and
- to attend the Circuit or participate in the Activity at my own risk.

I acknowledge that:

- the risks associated with attending the Circuit or participating in the Activity include the risk that I may suffer harm as a result of:
 - motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
 - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Circuit or participating in the Activity; and

- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the Circuit.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.

I accept the conditions of, and acknowledge the risks arising from, attending the Circuit or participating in the Activity and being provided with the Activity services by CAMS and the Associated Entities.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

Driver signature: Date:

Crew signature :

Track Operator Date:

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/ GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I of [Address] am
 the parent/ guardian* of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor. I consent to the minor attending the Circuit/ participating in the Activity* at his/her own risk.

Signed..... Date.....
 Parent/Guardian*

* Delete whichever does not apply