

RISK WARNING AND ASSUMPTION OF RISK

NAME OF EVENT: Darwin Triple Crown V8 Supercars Event Venue: Hidden Valley Raceway on 17 – 19 June 2016

Motor Sport 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 Motor Sport Activities.

I acknowledge that:

- The risks associated with attempting or participating in Motor Sport 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;
 - Others 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 grandstands fences and guardrails) to ensure my safety.

EXCLUSION OF LIABILITY RELEASE & INDEMNITY

In exchange for being able to attend or participate in Motor Sport Activities, I agree:

- To release CAMS 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;
 - 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, howsoever arising from my participation in or attendance at the Motor Sport Activities;
 - To indemnify and hold harmless and keep indemnified CAMS and the Entities to the maximum extent permitted by law in respect of any Claim by any person;
 - To be bound to the rules, regulations and policies of the Entities; and
 - To attend at or participate in the Motor Sport 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 CAMS and the Entities as the supplier of Motor Sport Activities / Recreational Services;
- Nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
- Nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under the insurance policy; and
- CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

DEFINITIONS

- a) 'CAMS' means the Confederation of Australian Motor Sport Ltd.
- b) '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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c) 'Entities' means event and competition organisers/promoters/managers, land and track owners / managers / administrators / lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers officials, appointees, delegated bodies and sponsors.
- d) 'Motor Sport Activities' means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS;
- 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. A sporting activity; or
 - b. A similar leisure time pursuit or any other activity that:
 - i. Involves a significant degree of physical exertion or physical risk; and
 - ii. Is undertaken for the purposes of recreation, enjoyment or leisure