



## RELEASE & WAIVER OF LIABILITY ASSUMPTION OF RISK, INDEMNITY & DANGEROUS GOODS AGREEMENT

**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 injury, death or property damage. 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 Geelong Revival Motorsport Festival, Pace Advertising Pty Ltd, Pace Marketing Pty Ltd, Geelong Motorsport Club Inc 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 PROPERTY 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 AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL FINANCIAL RESPONSIBILITY FOR ANY PROPERTY DAMAGE arising out of or related to the event(s) whether caused by NEGLIGENCE OF RELEASEES or otherwise and AGREES TO PAY costs arising from damages WITHIN 30 DAYS of notification.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

6. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

7. 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.

8. 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 laws of the State/Territory in which the Event(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

initial.....Date.....

# GEELONG REVIVAL

MOTORS FESTIVAL



VIC  
2017 AWARD  
WINNER

9. HEREBY AGREES **I do not** have any of the following prohibited items in the event precinct;  
Fuel and all flammable liquids other than my vehicles fixed fuel tank, Flammable Solids, Flammable Gases Peroxides, Organic Peroxides, Explosives, Radioactive Materials, Magnetized Materials, Oxygen Bottles, infectious Substances.

I confirm that I have not brought any of the above-mentioned prohibited items into the Racing precinct of the event. I understand that I am not allowed to refuel my vehicle within the event area or pits. I understand that if any prohibited item is found within the racing precinct, it will be removed and disposed by Geelong Revival Staff, its servants and/or agents. I accept that I may also be asked to leave the track or excluded from competing if found with any prohibited substances and may face prosecution.

I HAVE READ AND ACCEPT THE EVENT SUPPLEMENTARY REGULATIONS (SUPP REGS) AND FURTHER REGULATIONS (FURTHER REGS).

I HAVE READ AND ACCEPT THE CAMS DISCLAIMER.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, ASSUMPTION OF FINANCIAL RESPONSIBILITY, INDEMNITY AND DANGEROUS GOODS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I acknowledge that I have read the above disclaimer and that the information I have provided in the fields above is correct.

Signed..... Date.....

## THIRD PARTY INDEMNITY WHERE ENTRANT IS UNDER 18 YEARS OF AGE

I/We.....  
being the parents or guardians of the person named in

Clause 1 (hereinafter called 'the entrant') HEREBY ACKNOWLEDGE:

- (a) that I/we have read the whole of this document and understand it.
- (b) that I/we consent to the entrant participating in the race meeting; and
- (c) that I/we are aware of the risks, dangers and obligations set out in Clause 2 hereof:

IN CONSIDERATION of the entrant being accepted as an entrant in the motor sport activity I/we HEREBY INDEMNIFY the organizers in the same manner and to the same effect as if I/we were the entrant.

Parent/Guardian

Signed..... Date.....