

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (New South Wales)

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, damage to property or economic loss.

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 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 RESPONSIBILITY FOR ANY RISK OF PERSONAL INJURY or DEATH, OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of personal 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.
6. 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.
7. 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 *Civil Liability Act 2002* (NSW) 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.

For all Sportsman Enduro Karting – NSW competitors and pit crew, this waiver will cover you for the 2022 season which includes

Round 1 Canberra 12 th & 13 th February 2022	Round 2 Manning Valley 2nd & 3rd April 2022
Round 3 Newcastle 24th April 2022	Round 4 Tamworth 11 th and 12 th June 2022
Round 5 Orange 16 th and 17 th July 2022	Round 6 Eastern Creek 20 th August 2022
Round 7 Grenfell 1 st & 2nd October 2022	Round 8 Lithgow 12 th & 13 th November 2022

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY 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.

Signed, this day of 2022
DATE MONTH

First Name: Surname: D.O.B.....

Signature:

Address:.....

Mobile: Email:

EMERGENCY CONTACT

Name: _____ Relationship to passenger: _____ Contact no.: _____

CONSENT FOR ENTRANTS AND COMPETITORS UNDER 18 YEARS

I being the parent/guardian of (please name),

have read the whole of this document and consent to him / her participating. In doing so, I acknowledge that Motor Sport is dangerous, and agree that neither Australian Auto-Sport Alliance Pty. Ltd. nor “the organisers” shall be under any liability whatsoever for any death or personal injury, economic loss or property damage which may be sustained or incurred by the above named minor, or by me, howsoever such death or personal injury, economic loss or property damage is caused by negligence or otherwise.

Signed: Date:
SIGNATURE OF PARENT / LEGAL GUARDIAN