

# RISK ACKNOWLEDGEMENT, INDEMNITY UNDERTAKING, AND LIABILITY WAIVER

This document is a legally binding agreement. Please read it carefully before signing.

**1. DEFINITIONS:** In this document, unless the context otherwise requires:

(a) "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.

(b) "Recreational Services" means services that consist of participating in: (i) a sporting activity; or (ii) a similar leisure time pursuit or any other activity that: (A) involves a significant degree of physical exertion or physical risk; and (B) is undertaken for the purposes of recreation, enjoyment or leisure.

**2. ACKNOWLEDGEMENT OF RISK:** I/we acknowledge that participating in or attending any event or activity conducted at **Pheasant Wood Circuit** or **One Raceway** (the "Facilities") involves inherent risks, including the risk of serious injury, psychological trauma, property damage or death. I/we understand that such risks include, but are not limited to, collisions with vehicles or barriers, equipment malfunction or failure, and actions or negligence of other participants, spectators, staff or third parties. I/we further acknowledge that natural conditions and facility infrastructure may change or fail without warning, and that motorsport activities carry an unavoidable risk of accident or injury.

**3. ASSUMPTION OF RISK:** I/we voluntarily and fully assume all risks associated with attending or participating in any activity at the Facilities, whether as a driver, passenger, official, worker, spectator or volunteer, and regardless of whether those activities occur in public or restricted areas such as pit lanes, track surfaces, marshalling zones, control towers or any other area not open to the general public. I/we understand these risks may arise from my/our own actions, the actions or omissions of others, or from the condition of the Facilities or equipment. If at any time I/we feel unsafe, I/we will immediately cease participation and notify event officials or management.

**4. FITNESS, MEDICAL CONDITION AND VEHICLE SAFETY:** I/we declare that I am medically and physically fit to participate in the activities for which I/we have registered, that I am not pregnant, and that I am not under the influence of alcohol, drugs or any substance that may impair my judgement or create risk to myself or others. I/we have no known or undisclosed medical condition that could reasonably be expected to impact upon my capacity to participate safely. I/we further accept full responsibility for the condition, safety and suitability of any vehicle I/we operate or provide for use at the Facilities, regardless of ownership. I/we warrant that I/we own or have express authority to use any vehicle I/we operate and that such vehicle is safe, compliant and fit for high-performance or circuit activity.

**5. RELEASE AND INDEMNITY:** To the fullest extent permitted by law, and subject to the limitations imposed by the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("the ACL") and other applicable legislation, I/we agree to release, waive, discharge and indemnify Pheasant Wood Pty Ltd (ABN: 93 143 985 853, including trading entities 'One Raceway' and 'Pheasant Wood Circuit'), all associated landowners, management, promoters, sponsors, sanctioning bodies, officials, employees, volunteers, rescue personnel, contractors, insurers, advertisers, agents and any affiliated parties (collectively, "the Released Parties") from any and all liability, claims, demands, causes of action or proceedings whatsoever arising out of or in connection with any injury, illness, death, loss or damage sustained by me/us while participating in, travelling to or from, or being present at the Facilities. This waiver includes, without limitation, any claim arising from the negligence of the Released Parties, including negligent rescue operations, misjudgement, omissions, or emergency response activities. Notwithstanding the foregoing, this release and indemnity does not apply to significant personal injury (including death) suffered by me/us as a result of Reckless Conduct of the Released Parties.

**6. COVENANT NOT TO SUE:** I/we irrevocably agree that, to the fullest extent permitted by law and subject to the limitations imposed by the ACL and other applicable legislation, I/we will not pursue or initiate any legal proceeding against any of the Released Parties in relation to any injury, death, loss or damage arising in connection with my participation in activities at the Facilities, regardless of whether such loss arises from negligence, breach of duty, contract or otherwise. For the avoidance of doubt, this covenant not to sue does not apply to significant personal injury (including death) suffered by me/us as a result of the Reckless Conduct of the Released Parties.

**7. NO RELIANCE AND WARRANTIES:** I/we confirm that I/we have not relied on any oral, written or visual representation, inducement, assurance or statement made by or on behalf of the Released Parties in choosing to participate in any activity or in signing this document. I/we acknowledge that the Released Parties make no express or implied warranty as to the suitability, safety, fitness or quality of the Facilities, vehicles or services provided. All such warranties are expressly disclaimed to the maximum extent permitted by law.

**8. WARNING REGARDING ACL GUARANTEES:** Under the ACL, several guarantees are implied into contracts for the supply of certain goods and services. I/we acknowledge that the activities provided at the Facilities constitute "Recreational Services" as defined by the ACL. I/we agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the Released Parties for a failure to comply with any such guarantees, are excluded to the extent permitted by law. However, such exclusion is limited to liability for: (a) death; (b) physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual); (c) contraction, aggravation or acceleration of a disease of an individual including but not limited to COVID-19 (whether actual, perceived, direct or indirect); or (d) 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community. Nothing in this document is intended to exclude, restrict or modify any rights or remedies that cannot be excluded, restricted or modified by law, including those under the ACL in circumstances not covered by the above limitation.

**9. RULES, CONDUCT AND RIGHT TO REMOVE:** I/we agree to comply with all rules, instructions, regulations, signage and directions provided by event officials or management. I/we acknowledge that the organisers may, at their sole discretion and without refund, refuse entry or remove me/us from the premises or terminate my/our participation if I/we fail to comply with the terms of this agreement, behave in a manner that endangers safety, damages the reputation of the Facilities, or otherwise act contrary to the interests of the organisers. I/we further accept responsibility for and agree to pay the cost of any damage I/we cause to the Facilities, vehicles, equipment or other persons.

**10. TRACK AND FACILITY INSPECTION:** I/we acknowledge the opportunity to inspect the track and associated facilities prior to participating. By participating, I/we accept the conditions of the track and infrastructure as being fit for use. If at any time I/we observe any hazard or unsafe condition, I/we will cease participation and immediately report the concern to management.

**11. MEDIA RELEASE AND USAGE:** I/we consent to the use of my name, likeness, voice and image captured while at the Facilities in any photographic, audio or video recordings for promotional, commercial or media purposes by the organisers or their agents. I/we acknowledge that any recordings I/we make at the Facilities may not be used for any commercial purpose without prior written permission from management.

**12. SEVERABILITY AND GOVERNING LAW:** If any part of this waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This agreement is governed by the laws of New South Wales, including but not limited to the Civil Liability Act 2002 (NSW) and the Competition and Consumer Act 2010 (Cth), to the extent such exclusions or limitations are permitted by law.

**DECLARATION AND SIGNATURE:** By signing below, I/we acknowledge that I/we have read this agreement in full, understand its terms, and sign it freely and voluntarily without any inducement. I/we understand that by signing this document, I/we are waiving substantial legal rights.

Name	Phone	Date	Signature

**FOR PARTICIPANTS UNDER 18 YEARS OF AGE:** I, as being the parent/legal guardian of the abovenamed, have read this document and understand its contents, including the risks associated with their participation in consent to their participating in or attendance at an event or activity conducted at the Facilities. I have explained the contents of this document to the abovenamed. I acknowledge that motorsport is inherently dangerous and accept full responsibility for their exposure to such risks and their compliance with all rules and directions.

Parent/Guardian Name	Phone	Date	Signature