

# Dirt Karting of Australia

## Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (Agreement)

### Definitions

- (a) **Event** means any activity provided, authorised, sanctioned and/or recognised by Dirt Karting of Australia or any of its Member Clubs.
- (b) **Member Club** means an Dirt Karting of Australia affiliated club as per clause 3.C of the Dirt Karting of Australia Constitution.
- (c) **Organiser/s** means the organiser of the Event and includes Dirt Karting of Australia and the Member Club.
- (d) **Associate/s** means Associate/s of the Organiser/s, being committees, sub-committees, racing associations, sanctioning organisations or any subdivision thereof, participants, officials, volunteers, vehicle owners, drivers, coaches, medical and rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises on which Events are held, 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 and each of them, their directors, officers, agents and employees.
- (e) **Reckless Conduct** means any conduct of which the supplier is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and is engaged in despite the risk and without adequate justification.
- (f) **Restricted Area** means any area requiring special authorisation, credentials, or permission to enter to which admission by the general public is restricted or prohibited.

### Acknowledgement of risks

- 1.1 I acknowledge that the sport of dirt kart racing is a dangerous recreational activity and that by engaging in the activity, I am exposed to certain risks and dangers and are under certain obligations as follows:
  - a) that I may be seriously injured and may be killed;
  - b) that I have considered all of the risks involved, including those risks associated with any pre-existing health condition, injuries or disabilities I may have;
  - c) that the venue conditions may be hazardous and may vary without warning or predictability;
  - d) any misconduct (as determined by the Organiser/s or Associate/s or a delegated authority, at their discretion) or refusal by me to follow any direction of the Organiser/s or Associate/s, may result in my disqualification from the Event and the forfeiting of all fees paid in relation to the Event;
  - e) that there may be no or inadequate facilities for treatment or transport of me if I am injured;

- f) that I have an obligation to myself and to others to act safely and within the Dirt Karting of Australia rules and any other rules, regulations, policies, guidelines and codes of conduct relevant to the Event;
- g) the Organiser/s and the Associate/s do not make any warranty that the services at the venue or the design of any course or training facilities 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;
- h) to the extent that any warranty is implied it is excluded to the full extent permitted by law; and
- i) that I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

1.2 I acknowledge and agree that, if at any time, I am in or about to be in a Restricted Area and I feel anything to be unsafe, I will immediately advise the Organiser/s and/or Associate/s and will leave the Restricted Area and/or refuse to participate further in the Event.

1.2 I agree that the liability of the Organiser/s and/or the Associate/s in relation to the recreational services (as that term is defined in section 139A of the Competition and Consumer Act 2010 (Cth)) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation, or acceleration of a disease;
- (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, that is or may be harmful or disadvantageous to you or the community; or that may result in harm or disadvantage to you or the community;

that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill or fit for any specific purpose is hereby excluded.

*Note: The change to your rights does not apply to a significant personal injury suffered by you that is caused by the Reckless Conduct of the supplier of the recreational services.*

## **Medical**

1.4 I declare that I am and must continue to be medically and physically fit and able to participate in the Event. I will immediately notify the Organiser/s and/or Associate/s if I feel unsafe or unwell in any way, or if there is any change to my fitness and ability to participate and will immediately cease to participate in the Event. I understand and accept that the Organiser/s and Associate/s will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Event.

1.5 I agree that the Organiser/s and/or Associate/s may at their absolute discretion deny me eligibility to undertake the Event if they consider I am not medically, mentally and/or physically fit and able to participate (or continue to participate) in the Event without unreasonable risk to myself or others. The Organiser/s and Associate/s are in no way liable if they choose not to exercise their discretion under this clause.

1.6 I understand and acknowledge the dangers associated with the consumption of alcohol, any banned substance or mind-altering drug before or during any Event. I accept full responsibility for injury associated with the consumption of alcohol, any banned substance or mind-altering drug.

1.7 I agree to report any accidents and injuries I suffer during any Event provided by the Organiser/s to the Organiser/s before I leave any relevant venue.

1.8 I agree that, if required, the Organiser/s and/or Associate/s may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken and agree to meet all costs associated with such action.

### **Indemnity and release**

1.9 In consideration of being permitted to compete, participate, officiate, spectate, or work in any way in the Event or being permitted to enter for any purpose any Restricted Area, each of the undersigned, for them and their personal representatives, heirs and next of kin:

- accepts the venue where the Event is held as it stands with all or any defects hidden or exposed;
- releases, waives, discharges and covenants not to sue Dirt Karting of Australia, the Organiser/s, committees, sub-committees, racing associations, sanctioning organisations or any subdivision thereof, participants, officials, volunteers, vehicle owners, drivers, coaches, medical and rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises on which Events are held, 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 and each of them, their directors, officers, agents and employees (each a **Releasee**, and together the **Releasees**) with respect to any and all injury, disability or death;
- agrees to indemnify and hold harmless the Releasees and each of them from any liability or cost they may incur arising out of or related to the Event, whether caused by the Releasees or otherwise; and
- agrees that this Agreement extends to all acts of negligence by the Releasees, including negligence of rescue operations and is intended to be as broad and inclusive as is permitted by the laws applicable in each State or Territory (as the case may be) in which the Event is conducted and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## Execution

1.10 I, the Individual Member, agree to participate in the Event.

1.11 I state that 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.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Third party indemnity where participant is under 18 years of age.**

I \_\_\_\_\_, being the parent or guardian of the participant, hereby acknowledge:

- a) I have read the whole of this document and understand it;
- b) I consent to the participant participating in the Event;
- c) I am aware of the risks, dangers and obligations set out above;
- d) I acknowledge that the participant is bound by and subject to the rules, regulations, guidelines, policies and codes of conduct of Dirt Karting of Australia.

In consideration of the participant being accepted as a participant in the Event I hereby indemnify and release the Organiser/s and the Associate/s in the same manner and to the same effect as if I was the participant and agree to personally accept all terms and conditions and obligations set out in this declaration.

**AGREEMENT ON BEHALF OF ONE PARENT OR GUARDIAN IS AGREEMENT ON BEHALF OF ALL PARENTS AND/OR GUARDIANS OF THE PARTICIPANT.**

Parent/guardian: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_