

WAIVER

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT IS VERY IMPORTANT THAT YOU READ IT (TOGETHER WITH ALL SCHEDULES) CAREFULLY AND THAT YOU ARE SATISFIED THAT YOU UNDERSTAND ALL OF IT BEFORE YOU SIGN. WE ENCOURAGE YOU TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.

I have read, understood and accept the Exclusion of Liability, Release and Assumption of Risk at Schedule 1.

Signature of parent / guardian: _____

Name of parent / guardian: _____

Date: _____

Name of minor: _____

DOB of minor: _____

SCHEDULE 1
EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

In consideration of **MALLALA MOTORSPORT PARK PTY LTD A.C.N. 618 849 433** (“MMP”) allowing the minor to participate in the Activity, I (on my own behalf and in my capacity as parent/guardian of the minor) understand, acknowledge and agree:

1. (**motor sport can be dangerous**) Participation in motor sport, whether as a driver, passenger or spectator, under the conditions created for the Activity, can be dangerous. I accept, in my capacity as parent/guardian of the minor and on behalf of the minor, the venue of the Activity as it stands with all or any defects hidden or exposed.
2. (**injury, death, loss of property**) The minor’s participation in the Activity carries with it the potential for personal injury to the minor and/or others, and also for loss or damage to the minor’s property and the property of others. Accidents causing harm can and do occur and may happen to the minor.
3. (**own choice**) The minor is attending the Activity out of his/her own choice, with the consent of relevant parents/guardians and for his/her personal enjoyment. I acknowledge that the minor has an obligation to themselves and to others to act safely and within relevant rules and regulations.
4. (**follow directions**) During the minor’s participation in the Activity and at all times while they are at the venue at which the Activity is conducted, the minor will follow the directions of any employee, contractor or agent of MMP. I acknowledge that such directions are given free of any warranty to the minor and that even if the minor does follow directions, accidents may happen.
5. (**Australian Consumer Law**) I acknowledge that in accordance with Australian Consumer Law, MMP and its related entities (“Associated Companies”) guarantee to the minor that the services provided (and to the extent relevant, any product resulting from those services):
 - (a) will be rendered with due care and skill; and
 - (b) will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - (c) will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services),(together, the “Statutory Guarantees”).
6. (**release and indemnity**) To the maximum extent permitted by law and subject to paragraph 5 above, I, in my capacity as parent/guardian and on behalf of the minor, release, forever hold harmless and indemnify MMP and the Associated Companies and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of the Associated Companies and any sponsors, promoters, or organisers of the Activity (“Associated Entities”) from and against any claims, actions, suits, costs, legal fees, damages, judgements, orders and liabilities of whatever kind or nature, for or in connection with any:
 - (a) personal injury to the minor to the extent not suffered as a result of a breach of the Statutory Guarantees (defined in paragraph 5 above); and
 - (b) loss or damage to the minor’s property,

SCHEDULE 1
EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

arising in connection with the minor's participation in the Activity (whether occurring before, during or after the minor's actual participation in the Activity) including as a result of any acts or omissions (but excluding reckless conduct) of MMP, the Associated Companies and/or the Associated Entities (the "Indemnitees").

7. **(no existing medical conditions)** As at today, I am not aware of any existing condition or conditions (including without limitation any physical and/or mental or physical or mental illness or disease and/or pregnancy) that may be affected by the minor's preparation for and participation in the Activity. I acknowledge that it is my responsibility to inform the Indemnitees of such conditions and that the Indemnitees will continue to rely upon this declaration as evidence of the minor's fitness and ability to participate. The minor's participation in the Activity even after my or the minor's disclosure of such conditions is at the minor's own risk.

I, voluntarily and fully accept and assume, in my capacity as parent/guardian of the minor and on behalf of the minor, all of the known and unknown risks associated with the Activity and understand, agree and acknowledge that the exclusion of liability, release and assumption of risk in this document expressly applies to these risks and all and any consequences of these risks.

A term of this document will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

In this document:

- (a) "**Activity**" means my participation in any activity or event held or situated at Mallala Motorsport Park or my attendance at Mallala Motorsport Park (as applicable);
- (b) "**minor**" means a person under the age of 18; and
- (c) "**personal injury**" means bodily injury and includes mental and nervous shock and death.