

**ENTRANT/DRIVER**

**PASSENGER/INSTRUCTOR**

Cams license no:..... Exp date: .....

Cams license no: ..... Exp date: .....

Name:.....

Name: .....

Address: .....

Address: .....

..... Postcode:.....

..... Postcode:.....

Ph (W):..... Ph (H):.....

Ph (W):..... Ph (H):.....

Email: .....

Email: .....

**Emergency Contact:**

**Emergency Contact:**

Name:..... Ph: .....

Name: ..... Ph: .....

**Details of vehicle:**

Signature:..... Date: .....

Make: ..... Model: .....

Capacity: ..... Class: .....

Reg No (if applicable)..... (please provide third party extension)

Signature:..... Date: .....

<p><b>CLASSES</b></p> <p>A – Novice B – 4 Cylinder C – 6 Cylinder D – 8 Cylinder</p>	<p><b>OFFICE USE ONLY</b></p> <p>Nomination fees: \$ .....</p> <p>Membership fees: \$ .....</p> <p>Licence application fees \$ .....</p> <p>Total: \$ .....</p>
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**RISK WARNING, DISCLAIMER AND INDEMNITY**

**Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.**

If you do not wish to be exposed to such risks, then you should not participate in the Motor Sport Activities.

I acknowledge that:

- the risks associated with attending or participating in Motor Sport Activities include but are **NOT LIMITED** to the risk that I may suffer harm as a result of:
  - motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
  - others participants acting dangerously or with lack of skills;
  - high levels of noise exposure;
  - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
  - the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

**EXCLUSION OF LIABILITY, RELEASE & INDEMNITY**

In exchange for being able to attend or participate in the Motor Sport Activities, I agree:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - a) my **death**;
  - b) any **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**:
    - i. that is or may be harmful or disadvantageous to me or the community; or
    - ii. that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motor Sport Activities **at my own risk**.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of the Entities as the supplier of the Motor Sport Activities / Recreational Services;
- nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.

**DEFINITIONS**

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does **NOT** include a claim under a CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' public/product/professional indemnity insurance policies **and** each of their related bodies corporate (including their related bodies corporate) **and** each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "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;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a) a sporting activity; or
  - b) a similar leisure time pursuit or any other activity that:
    - (i) involves a significant degree of physical exertion or physical risk; and
    - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

**DECLARATION**

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this event.

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Signed (entrant):..... Date: ..... Signed (instructor) ..... Date: .....

Witness:..... Date: ..... Witness:..... Date: .....

Witness name:..... Witness name:.....

Address: ..... Address: .....