

AUSTRALIAN AUTO-SPORT ALLIANCE PTY. LTD

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PASSENGER INDEMNITY FORM (New South Wales)

Venue: _____ **Date of event:** _____

MOTOR RACING IS DANGEROUS

Spectators, participants or guests are warned that Motor Racing is dangerous and accidents can happen. All care is taken to protect the public but spectators, participants and guests entering the Pit or Track Area are warned that there is a possibility of an accident causing personal injury or death, property damage or economic loss. By purchasing and/or using a ticket, official pass or stamped symbol that permits entry to the event and/or the Pit or Track Area, the spectator, participant or guest acknowledges that entry to the venue at which the event or activity is held and/or the Pit or Track Area, has a degree of danger and the owners, promoters, clubs, corporations, organizations, participants or other person's having any connection with the promoting, organising or conduct of the event or activity shall have no liability, either in tort or contract, for any personal injury or death, whether caused by negligence or otherwise, to the spectator, participant or guest, except in regard to any rights those persons may have under the *Civil Liability Act 2002* (NSW) and the Australian Consumer Law and at law.

The event or activity will be conducted under the rules of the Australian Auto Sport Alliance Pty. Ltd. The organisers by accepting the entry of any car, or other vehicle or by allowing any vehicle to participate in the event shall not be deemed to warrant or guarantee the competency of any drivers, riders nor mechanics participating in the event nor any officials appointed for the supervision of the event or activity pursuant to these rules, nor the efficiency or mechanical soundness of any car, motorcycle or other vehicle entered for and taking part in the event or activity, nor that the track for the event is in a safe condition for racing or driving, nor that such track nor any part thereof shall be free from spectators or any obstacles nor that the rules governing said event or activity shall be observed by any other entrant, driver, rider, mechanic nor official therein

An authorised "AASA" representative has explained this form, and the activities in which I will participate to me in detail and I/we the undersigned have read the Supplementary Regulations issued for this event and this activity and agree to be bound by them and by the rules of the Australian Auto Sport Alliance Pty. Ltd. I/we also acknowledge and agree as a condition of participation that neither the Australian Auto Sport Alliance Inc, nor the Promoters or Organizers of the race meeting/event or their respective servants, officials, representatives or agents, the Organizers, nor the Driver/Owner Entrant shall be under any liability whatsoever for my death or personal injury damage to property or economic loss which may be sustained or incurred by me as a result of my participation in the event or activity howsoever such death or personal injury, damage to property or economic loss is caused whether by negligence or otherwise.

By signing this form, the person named below (Passenger) verifies that they have read the above. have had an authorised AASA representative explain this form and the activities in which they will participate in detail and are in good health and know of no reason not to undertake the activity and understand the written and verbal advice pertaining to the event or activity. The person named below (Passenger) will not hold "AASA" nor any of its Officials, nor any of its representatives. nor the venue nor any of its officials or staff, nor the Driver / Owner / Entrant named below responsible for any injury nor any health problem that might occur as a result of this activity.

- (a) Notwithstanding any provision to the contrary within this indemnity, this indemnity does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence costs, 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 and or the fear or threat (whether actual, perceived) of a Communicable Disease.
- (b) For the purposes of the endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence costs, cost, expense or any other amount includes, but is not limited to any costs to clean up, detoxify, remove, monitor or test for a Communicable Disease.
- (c) 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:
 - (i) 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
 - (ii) 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
 - (iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Passenger Surname: _____ Christian Name: _____
(Please print) (Please print)

Address: _____
(Please print)

D.O.B.: _____ Passenger Signature: _____ Date:/...../2020.

EMERGENCY CONTACT

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

NB: This form must be completed, and handed to a representative of the Track before the Participant is issued with credentials permitting access to Restricted Areas during the event