

RISK WARNING, DISCLAIMER AND INDEMNITY

SIGNS (All States except Victoria and SA)

Motorsport 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 attend at or participate in Motorsport Activities.

WARNING: If you participate in these activities your rights to sue the supplier under the **Competition and Consumer Act 2010 (Cth)*** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

In exchange for being able to attend or participate in the Motorsport Activities, **you agree:**

- to **release** the Confederation of Australian Motor Sport Ltd trading as Motorsport Australia (**Motorsport Australia**) and the **Entities**** to the extent that any or all of them are providing recreational services from all liability for:
 - a. your **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 you or the community; or
 - ii. that may result in harm or disadvantage to you or the community,howsoever arising from your participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and each of 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 Motorsport Activities **at your own risk**.

NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to reckless conduct on the supplier's part.

"**Motorsport Activities**" means any motorsport activities or recreational services which are permitted or approved by Motorsport Australia.

"**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. See section 139A of the Competition and Consumer Act 2010.

* Please note that in Victoria and South Australia, similar warnings and statutory guarantees apply under The Australian Consumer Law and Fair Trading Act 2012 (Vic), The Australian Consumer Law (Vic), The Australian Consumer Law (SA) and the Fair Trading Act 1987 (SA).

** A full list of Motorsport Australia associated entities can be viewed at <https://motorsport.org.au/events/disclaimers>

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