



## PARENT/GUARDIAN'S ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document, which affects your legal rights and obligations and those of the minor for whom you are responsible. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

The Minor: \_\_\_\_\_ \* The Parent/Guardian: \_\_\_\_\_ \*

Address of the Minor: \_\_\_\_\_ \*

Relationship of Parent/Guardian to the Minor: \_\_\_\_\_ \*

Telephone Number of the Parent/Guardian: \_\_\_\_\_ \* *\* Print Details*

**The Business:** Protrend Nominees t/as Drag Racing at Perth Motorplex, Australian National Drag Racing Association Incorporated

**The Activity :** Principally administrators, organisers & promoters of drag racing activities including burnout competitions

### The Risks of the Activity :

- Risk of being hit by a vehicle
- Risk of being hit by debris from vehicles or surface
- Risk of being burnt
- Risk of crashing vehicle into safety barriers/fencing
- Risk of crashing due to the surface of the track
- Risk of crashing due to debris being on the track
- Risk of slipping and falling due to the surface of the pits, track or Restricted Areas
- Risk of injury through acts of violence or other harmful acts committed by persons attending or participating in the event

### Medical Disclosure:

I declare that after careful consideration the Minor is not subject to any existing injury, medical condition or treatment that may render him/her unsuitable for participation in the Activity.

### Acknowledgements

I acknowledge that:

- a) I am a parent or guardian of the Minor.
- b) The Minor is being supplied with a recreational service by the Business.
- c) The Activity is a dangerous recreational activity, which involves a significant risk of physical harm.
- d) The Minor may be injured in performing the Activity.
- e) The Minor's personal property may be lost, damaged or destroyed in performing the Activity.
- f) Other people may cause the Minor injury or may damage the Minor's property in the course of performing the Activity.
- g) The Minor may cause injury to other persons or damage their property in performing the Activity.
- h) The natural conditions in which the Activity is conducted may vary without warning.
- i) The Minor's participation in the Activity is voluntary and the Minor has not been required by the Business to engage in the Activity.
- j) The Minor has disclosed any pre-existing medical or other condition that may affect the risk that either the Minor or any other person will suffer injury, loss or damage.
- k) I have disclosed any pre-existing or other medical condition that may affect the risk that either the Minor or any other person will suffer injury, loss or damage.
- l) The Business relies on the information provided by the Minor and I and I state that all such information is, to the best of my knowledge, accurate and complete.
- m) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair the Minor's judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with the Minor's consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- n) This documents records the entire agreement between the Business and the Minor and I in relation to the Activity and the Minor's participation in it.
- o) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
  - (i) Allow the Minor to participate in the Activity; and
  - (ii) sign this document

**NB: FURTHER DETAILS / SIGNATURES REQUIRED ON REVERSE. Signature of Parent/Guardian:** \_\_\_\_\_

## RISK WARNING

1. I acknowledge that the Minor and I have been warned of the Risks of the Activity.
2. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on Page 1.

## ASSUMPTION OF RISK

Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to the Minor participating in the Activity at his/her own risk.

## WAIVER, RELEASE AND INDEMNITY

- 1) I agree that the provisions of Section 74 of the *Trade Practices Act 1974* (Commonwealth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
- 2) I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to the Minor or his/her property or any other person arising from or in connection with the Minor's participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- 3) I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by the Minor and/or any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with the Minor's participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

## MISCELLANEOUS

- 1) The Minor agrees to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if the Minor fails to comply with the rules and/or directions of the Business the Minor may be injured or injure someone else. Further I understand that the Minor will not be permitted to continue the Activity and no refund will be given.
- 2) I agree to report all accidents, injuries or loss or damage sustained by the Minor to the Business.
- 3) If the Minor suffers any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

- I ACKNOWLEDGE THAT I HAVE READ THIS FORM.
- I FULLY UNDERSTAND ITS TERMS AND THAT THE MINOR AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.
- I SIGN THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.

Signature of Parent/Guardian: \_\_\_\_\_

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

Name of Witness: \_\_\_\_\_ \*

Address of Witness: \_\_\_\_\_ \*

\* *Print Details*

Signature of Witness: \_\_\_\_\_

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