Dangerous Activity Risk Waiver

WARNING: PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT. FOR UNDERAGE PARTICIPANTS, THIS DOCUMENT MUST BE COMPLETED BY A PARENT OR LEGAL GUARDIAN.

This Dangerous Activity Risk Waiver (**"Waiver"**) is given by the Participant to PM Consulting Group Ltd Pty Ltd. **ABN: 43637344873** trading as Aus X Karts (**"we," "us"**).

1 Dangerous Activity Risk Waiver

1.1 By signing and completing this Waiver, you are agreeing that certain legislative protections (including the statutory guarantees contained in the Australian Consumer Law) do not apply to you (or on behalf of a person under your care or for whom or on whose behalf you are acquiring the Services).

1.2 If you sign this Waiver, you are agreeing that your rights (or the rights of a person under your care or for whom or on whose behalf you are acquiring the Services) to bring a Claim for your participation in the Services are excluded, restricted, or modified as set out herein.

2 Disclaimer

2.1 You are not required by law to accept or sign this Waiver, or to otherwise agree to exclude, restrict, or modify yours or another person's rights.

2.2 If you refuse to accept or sign this Waiver, we may refuse to supply you with the Services.

2.3 If you sign this Waiver, you are agreeing that your rights (or the rights of a person under your care or for whom or on whose behalf you are acquiring the Services) to bring a Claim in relation to the Services are excluded, restricted, or modified as set out herein.

3 Description of Services

3.1 The Services include all activities, training, or exercises ancillary to or connected with, your hire or use of the Equipment, including but not limited to the following:

(a) transportation to and from the relevant site (whether provided by us or not);

(b) briefings and inductions;

(c) training and the provision of information in manuals, safety guidelines, or other documentation provided to or made available to you, with respect to the Services;

(d) familiarisation with clothing or the Equipment and methods of operation of equipment; and

(e) the wearing and removal of any articles, clothing, or other personal safety equipment.

3.2 Unless otherwise specified, a reference to Services includes a reference to a Recreational Service or a Reactional Activity.

4 Risk Warning

4.1 Your participation in the Services may involve serious risk or harm, including but not limited to:

(a) personal injury or harm from motor vehicle accidents;

(b) physical, bodily, or psychological injury;

(c) physical exertion to which you are not accustomed;

(d) Equipment failures;

(e) inadequate facilities for treatment or transport to treatment in the event of injury; and

(f) injury due to the negligence, breach of contract, or breach of statutory duty or guarantee by us.

4.2 The risks involved may result in personal injury or harm, including death.

4.3 Prior to undertaking or participating in the Services, it is your responsibility to ensure that you are aware of the risks involved, including those risks associated with or connected to, any health or medical condition that you may have.

4.4 You acknowledge and agree that:

(a) your participation in the Services may involve significant risk or harm; and

(b) by participating in the Services you accept such risks voluntarily and at your own risk.

4.5 For the avoidance of doubt, we warn you that Motor Racing is dangerous, and this clause 4 constitutes a warning that you voluntarily undertake all of the risks associated, and hereby freely provide an enforceable waiver as contemplated by the Wrongs Act 1958 (Victoria), the *Civil Liability Act 2002* (WA), and like legislation in other States, as amended.

5 Participant Warranties

By signing or accepting this Waiver, you warrant that:

(a) you are over eighteen (18) years of age;

(b) (where you are acquiring Services for an Underage Participant) that you have the authority to sign or accept this waiver on behalf of the relevant Underage Participant(s);

(c) you are medically fit and able to perform, engage in, assist with, or otherwise participate in the Services;

(d) you have adequate experience and are competent to safely perform, engage in, assist with, or otherwise participate in the Services;

(e) you have obtained, or have had the opportunity to obtain, independent legal advice as to the nature, effect and extent of this Waiver;

(f) you or any person under your control or authority are not affected or impaired by alcohol or drugs (prescribed or non-prescribed);

(g) you have the requisite authority to agree to, and accept this Waiver on your own behalf (or on behalf of a person under your care or for whom or on whose behalf you are acquiring the Services); and

(h) you and any person under your control or authority will comply with all laws, rules, training, or guidelines relating to the operation and use of the Equipment.

6 Exclusion of Consumer Guarantees

Pursuant to section 139A of the *Competition and Consumer Act 2010* (Cth) as amended, you acknowledge and agree that our liability, and the liability of our affiliates and event promoters in relation to:

(a) the Recreational Services; and

(b) the Recreational Activities,

for any:

(c) death; or

(d) physical or mental injury of an individual (including the aggravation, acceleration, or recurrence of such an injury of the individual); or

(e) the contraction, aggravation, or acceleration of a disease of an individual; or

(f) 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 of an individual:

(i) that is or may be harmful or disadvantageous to an individual or the community; or

(ii) that may result in harm or disadvantage to the individual or the community,

that may be suffered by you (or a person under your care for whom or on whose behalf you are acquiring the Services) resulting from our supply of Recreational Services or Recreational Activities, is hereby excluded.

7 Exclusion of liability

7.1 To the extent permitted by law, we will not be liable for any loss or damage, however caused (including by our negligence or for breach of contract), suffered or incurred by you in connection with your participation in the Services.

7.2 We are not liable for any Consequential Loss, however caused (including by our negligence or for breach of contract), suffered or incurred by you in connection your participation in the Services.

7.3 For clarity, and without limiting clauses 7.1 to 7.2, you acknowledge and agree that clauses 7.1 to 7.2 are to apply in connection with a breach of a Contract, anticipated breach of a Contract, and other conduct regardless of the seriousness or nature of that breach, anticipated breach, or other conduct.

8 Indemnity

8.1 You are liable for and indemnify us from and against any liability, Claims, damages, losses, costs, and expenses whatsoever (including collection costs, debt recovery fees, and legal costs on an indemnity basis) that we may suffer or incur at any time, directly or indirectly, arising out of, or in connection with, any default by you in the performance or observance of your obligations under this Waiver.

8.2 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives termination of this Waiver.

8.3 It is not necessary for us to incur any expense or make any payment before enforcing our rights of indemnity conferred upon us by this Waiver.

9 Costs

You will pay our costs and disbursements incurred in pursuing any recovery action, or any other Claim or remedy, against you, including collection costs, debt recovery fees, bank dishonour fees, and legal costs on a full indemnity basis.

10 Underage Participants

10.1 This clause 10 applies to Underage Participants in your care, or on whose behalf you intend to acquire the Services for.

10.2 You acknowledge and agree that as a parent or guardian with legal responsibility for Underage Participants, you warrant that you understand and accept the contents of this Waiver and consent to the Underage Participants release as provided herein.

10.3 To the extent permitted by law, you agree to indemnify and release us from any and all Claims and liabilities arising from all Underage Participants' involvement or participation in the Services.

11 Definitions

In this Waiver, unless the context otherwise requires, the following definitions apply.

11.1 **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended.

11.2 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a contract for supply.

11.3 **Consequential Loss includes any:**

(a) consequential loss;

(b) loss of anticipated or actual profits or revenue;

(c) loss of production or use;

(d) financial or holding costs;

(e) loss or failure to realise any anticipated savings;

(f) loss or denial of business or commercial opportunity;

(g) loss of or damage to goodwill, business reputation, future reputation, or publicity;

(h) loss or corruption of data;

(i) downtime costs or wasted overheads; or

(j) special, punitive, or exemplary damages.

(a) **Equipment** means any vehicle, plant, machinery, vehicles, tools, or equipment including manuals and logbooks, associated or attached tools, accessories and parts we have agreed to hire to you, or forming part of your use or participation in the Services.

11.4 **Participant or " you"** means the person (or a person under your care or for whom or on whose behalf you are acquiring the Services) that participates in the Services, including but not limited to Underage Participants.

11.5 **Recreational Services** has the same meaning given to this term in section 139A(2) the *Competition and Consumer Act 2010* (Cth), as amended as the context requires.

11.6 **Services** means all services performed by us and participated in by you (or on behalf of a person under your care or for whom or on whose behalf you are acquiring the Services), and includes the Recreational Services.

11.7 **Underage Participant** means a person who has reached 16 years but is under 18 years of age.

12 Participant details

Our contact details are as follows:

Address: ……..

……..

Telephone: ……..

Email: ……..

Date of birth: ……..

13 Signing and execution

EXECUTED by:

Signature: ……..

Print name: ……..

Date signed: ……..

Signature: ……..

Print name: ……..

Date signed: ……..

14 Signing and execution on behalf of Underage Participants

EXECUTED by:

Signature of parent or guardian: ……..

Print parent or guardian name: ……..

Print Underage Participant name: ……..

Date signed: ……..

Signature of parent or guardian: ……..

Print parent or guardian name: ……..

Print Underage Participant name: ……..

Date signed: ……..