

Morgan Park Raceway Terms & Conditions

GENERAL CONDITIONS

- Gates Open 7.00am and Close 5.00pm.
- Track opens at 9:00am and closes at 4:00pm.
- No Alcohol, Glass or Pets are to be brought into the venue during events.
- All hired equipment must be returned to the circuit office in same condition.
- Any loss or damage to equipment, including the circuit, shall be charged accordingly.
- All rooms and facilities used must be left clean and tidy or a cleaning fee will be imposed.
- No objects or marquees are allowed within the perimeter of the circuit without permission.
- Management reserves the right to expel any person or persons whose behaviour is deemed to be unruly, offensive or dangerous to themselves or others.
- Failure to abide by these conditions will incur additional charges.

I/We have read and understood the Supplementary Regulations issued for this Meeting and agree to be bound by them and by the National Competition Rules of the Australian Auto-Sport Alliance Pty. Ltd. (AASA).

I/We also acknowledge and agree that neither Australian Auto-Sport Alliance Pty. Ltd., nor the owners of the track, nor the sponsor organisations, nor the land owners or lessees, nor the organisers of the race meeting/event, nor their respective servants, officials, representatives or agents (all of whom shall collectively be called "the Organisers"), shall be under any liability for my death, or any bodily injury, loss or damage which may be sustained or incurred by me, as a result of participation in or being present at the event, except in regard to any rights I may have arising under the Trade Practices Act 1974.

I/We acknowledge that motor sport is dangerous and accidents causing death, bodily injury, disability and property damage can, and do, happen.

I/We accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by AASA and the Associated Entities.

TERMS AND CONDITIONS FOR THE PROVISION OF AN AUSTRALIAN AUTO-SPORT ALLIANCE EVENT PERMIT

An AASA Event Permit is provided for an AASA sanctioned event for which AASA has agreed in writing to sanction, in an applicable, fully executed Event Permit that is in effect at the time of the event and that has not been cancelled or rescinded by AASA or by the permit holder. This sanctioning provides the Organiser(s), Officials and Participants of the AASA sanctioned event with public liability and personal injury cover as outlined in the insurance summary found at www.aasa.com.au All events sanctioned by AASA will be run under the provisions of the AASA National Competition Rules, unless specifically varied with AASA approval, and any Supplementary Regulations issued for the event. To be eligible for an AASA sanction for an event or series of events, a promoter must submit a fully executed

Application for an Event Permit on the appropriate online form provided by AASA. An AASA sanction is issued only by AASA Head Office after approval by AASA.

1. INTERPRETATION "Seller" or "AASA" means Australian Auto-Sport Alliance Pty Ltd, their successors and assigns. "Buyer" means the person or club/company/promoter placing an application with AASA for the provision of event sanctioning in the form of a permit. "Conditions" or "these conditions" means these Conditions for Provision of an Event Permit and any other Conditions of Sale by which the Seller has supplied goods to the buyer. "Goods" means all goods, merchandise and services including permits supplied by Seller to Buyer or as Buyer may direct. "Permit" means the document provided by AASA to the Buyer agreeing to sanction an event. "Event" means a competitive or practice motorsport event

2. ALTERATION OF CONDITIONS These Conditions shall apply to all applications for event permits placed by Buyer with AASA to the exclusion of all other terms or conditions unless otherwise expressly agreed in writing. If the terms of the Buyer's order are inconsistent with these Conditions the delivery of the goods to Buyer or as Buyer directs shall constitute an offer by Seller to sell the goods to Buyer pursuant to these conditions which offer Buyer shall be deemed to accept by taking delivery of the goods.

3. SELLER MAY DECLINE APPLICATION Seller reserves the right to accept in whole or in part any application, or decline an application.

4. GST All prices quoted are in AUD and inclusive of the applicable GST rate, which will be detailed on the tax invoice.

5. QUOTATIONS All proposals/quotations are effective for 30 days from stated date.

6. PAYMENT/SETTLEMENT TERMS Payment for the permit shall be made by Buyer to Seller at least 7 days prior to the date of the event. Invoiced amounts which have not been paid aforesaid may attract an interest charge at the rate for the time being charged by the Seller's Bank to its customers on overdrafts in excess of \$100 000 from the date when such payment fell due until paid and notwithstanding any agreement for extension of time for payment. Where payments are overdue Seller may at its option either cancel uncompleted contracts or orders forthwith or suspend delivery of goods yet to be delivered and Buyer shall not be entitled to raise any claim for damages, loss or other form of liability arising from such cancellation or suspension.

7. URGENT APPLICATION: Where a permit application is submitted within 7 days of the proposed event, AASA may at its discretion apply an urgent application fee being 30% of the standard permit fee.

8. CANCELLATION POLICY: Where a permit application is cancelled or postponed by the promoter or organiser of within 28 days but more than 7 days prior to the planned event, a cancellation fee of \$50.00 inc. GST will apply. Where a permit application is cancelled or postponed by the promoter or organiser within 7 days prior to the planned event, a cancellation fee of \$150.00 inc. GST will be charged to the Buyer by AASA. Where a permit is

cancelled post event for reasons other than force majeure, a cancellation fee of \$200.00 inc. GST shall apply.

9. **EXCESS LIABILITY:** Any incidents that result in a claim being made under the AASA Event Permit scheme can attract an excess amount of up to \$5,000.00. The event organisers and/or promoters may be liable for part or all of the excess amount. Excesses can be waived by payment of an excess removal fee, if required by the organisers and/or promoters. Please refer to the current price list for further detail.

10. **RESPONSIBILITY FOR SAFETY** Although safety generally is everyone's concern, by virtue of its limited role in the conduct of an event, AASA cannot be and will not be responsible for any aspects of the safety effort. That responsibility instead rests with the Event Organisers and various participants and officials of the Event(s).

11. **OFFICIALS:** All officials attending an AASA sanctioned event must ensure that they attend the officials' briefing and sign on at the commencement of the event in order to receive the benefits provided under the permit in the event of an incident. It is the responsibility of the Event Organiser to ensure that all officials hold the appropriate officials licence and/or an appropriate level of experience.

12. **MEDICAL PERSONNEL:** It is the responsibility of the event organisers to ensure that all medical personnel hold suitable qualifications for their role at an event.

13. **LICENCING REQUIREMENTS:** The event organisers and their nominated officials are responsible for ensuring that all participants and officials hold a current, valid licence of a level appropriate to the nature of the event. Failure to comply with this requirement could result in voidance of the permit in the event of an incident. In such circumstances, the Buyer is not entitled to a refund of the permit fee.

14. **INCIDENT REPORTING:** All incidents in which an event attendee is removed from the venue by civil ambulance must be reported to AASA immediately on 03 5721 7800. The incident report kit provided by AASA must be completed for all incidents and returned along with other post event documents.

15. **POST EVENT DOCUMENTATION:** It is the responsibility of the event organiser(s), and a requirement of the issuance of a permit, to return all requested documentation to AASA Head Office within seven days of the conclusion of an event. Failure to provide this documentation may result in an administrative fee being incurred by the promoter or organiser, or a hold on future permits being issued, until the required documentation is returned in full.

16. **ACCEPTANCE OF ORDERS:** The Seller submits its proposal/quotation and the buyer applies for an Event Permit subject to the following rights reserved by AASA:- a) Price Variations. The Seller shall be entitled to vary the prices quoted in the event of: i) Fluctuations in the value of the Australian Dollar or changes in the rates of taxes and duties affecting the costs of supplying the goods between the date this quotation was submitted to the buyer and the date of issue of the permit. ii) Request by the buyer for a variation to the

permit. b) Corrections of errors or omissions on invoices and credit notes, if applicable; and
c) Rescission of this agreement in the event of the non-validity of the application for an event permit.

17. LIMITATION OF LIABILITIES: The Seller shall not be liable for any loss or damages whatsoever including loss of profits and consequential loss or any third-party claims from the buyer arising from any delay or failure to supply the goods described on the face hereof.

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING! Motor Racing is Dangerous, and accidents can and do happen. All care is taken to protect you, but you are warned that there is a possibility of an accident-causing personal injury or death.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin.

1. Acknowledges, agrees and represents that he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Australian Auto-Sport Alliance Pty. Ltd., the Organisers, the landowners, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releases", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal ON ACCOUNT OF INJURY TO THE PERSON OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF PERSONAL INJURY or DEATH arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of personal injury and/or death Each of the UNDERSIGNED also expressly

acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. Hereby assumes full responsibility for the preparation and safety of the vehicle to be used and further give an assurance that the vehicle has been checked for safety and is in a condition fit to be used for motor racing.

6. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Fair Trading Act 2012 (Vic) and the Australian Consumer Law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, 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 or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. 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:

3.1. 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

3.2. 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

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.