

One Raceway Terms & Conditions

CONDUCT

The Hirer/attendees warrants and undertakes to One Raceway:

- to comply with all directions or guidelines issued by One Raceway
- to take due and proper care of the One Raceway facility and keep it in good working order, condition and repair (fair wear and tear or act of God excepted) during the event Period;
- to pay for:
 - any repairs required to remedy any damage caused by the Hirer (or any of its attendees) to the One Raceway facility as a result of, or in connection with, the Event Purpose (defects of a structural nature, damage by fair wear and tear or act of God excepted). Such works shall be completed by persons authorised by One Raceway and to the satisfaction of One Raceway; and
 - the replacement of any consumables and/or equipment used, lost or damaged as a result of, or in connection with, the Event Purpose.

LIMITATION OF LIABILITY AND INDEMNITY

The Hirer/attendees acknowledge and agree that One Raceway is not liable to the Hirer/attendees for any loss suffered arising out of:

- any belongings left at the One Raceway facility overnight by the Hirer or any event attendees. Any such items are left at the sole risk of the Hirer and/or their event attendees;
- a failure by the Hirer/attendees to follow any direction given by One Raceway;
- to comply or observe any warning sign, to observe safe behaviour at the One Raceway Facility; or
- to appropriately use the equipment or facilities made available by One Raceway during the event Period.

The Hirer/attendees agree to indemnify One Raceway from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer's/attendees use of the facility.

USE OF FACILITY

The Hirer/attendees agree to:

- ensure that all persons have vacated the facility by 6pm on each day of the event Period. Camping is not permitted on site;
- ensure that One Raceway is kept clean and tidy, and all litter is placed in the bins provided;
- ensure that disused or leftover tyres are removed from the facility. The Hirer/attendees will be charged \$50 per tyre inadvertently left at the One Raceway facility at the conclusion of the event Period;
- ensure that any and all refuelling is done away from storm water drainage and on bitumen or concrete surfaces;
- enforce the strict requirement that noise emitted from any vehicle does not exceed 95dB measured at a designated point 30 metres from the race track. One Raceway's Sound Control Officer is the judge of fact for noise monitoring on site. Any vehicles that exceed the stated noise limit will be given one warning. Before re-entering the

track, the participant must make a mechanical rectification and pass a static noise test. If the vehicle exceeds the stated noise level again, the vehicle will be excluded from any further activity during the event Period;

- enforce the requirement that all vehicles are to be fitted with an effective exhaust muffler and do not vent any exhaust flow directly to the atmosphere;
- ensure activities are conducted in an orderly, proper and safe manner during the event Period;
- passengers must sign a waiver (as provided by the relevant sanctioning body); and
- ensure that all persons remain behind the protective barriers provided while any activity is taking place on the track.