

The Bend Motorsport Park Terms & Conditions

GENERAL CONDITIONS

- No excessive engine noise or mechanical noise must commence in any pit garage or in the proximity of the pit building where the Hotel is located prior to 9am on any day
- The Operator reserves the right to refuse entry to any person to the Site in its absolute discretion notwithstanding that person may have purchased a Ticket.
- Except to the extent caused by the negligence or wilful misconduct of the Operator, the Operator is not responsible for any loss of or damage to any motor vehicle entering or leaving the Site including any carparking areas.
- No alcoholic beverages or drugs of any kind are brought into the Site
- Immediately report to the Operator any incidents during the event Period, including but not limited to any Personal Injury.
- The Operator will not be responsible to the Hirer/attendees for any act or omission (including default or negligence) of any other hirer or person attending the Site or their invitees.

CARE OF PROPERTY

The Hirer/attendees must keep all:

- surfaces, and all barriers, sand traps, run-off areas, fences, gates, kerbs, marshal-posts and other facilities;
- systems and equipment;

clean and in the same order, repair, and condition as they were at the commencement of the event Period (except for any reasonable wear and tear).

At the option of the Operator, and except to the extent such damage was caused by the negligence of the Operator, the Hirer/attendees must:

- repair, reinstate and/or replace any and all damage to any property (at its own cost) to the satisfaction of the Operator; or
- pay to the Operator on demand, the cost of any repairs or reinstatement required to be undertaken by the Operator in order to repair, replace or reinstate any property (as determined by the Operator, acting reasonably)

HEALTH & SAFETY

Without limitation, the Hirer/attendees will:

- ensure that they take reasonable care to ensure that their acts or omissions do not affect the health and safety of others;
- comply with all reasonable instructions or induction procedures advised by the Operator the Hirer/attendees;
- ensure that all non-participants remain behind protective barriers while any activity is taking place on the Circuit;
- comply with any additional and reasonable requirement of the Operator and otherwise take all reasonable steps and precautions to prevent property damage or personal injury from arising;

RESTRICTIONS ON USE

The Hirer/attendees will not:

- bring upon or store within any part of the Site nor allow to be brought upon or stored within any part of the Site any machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to the Operator's property (including any building or surfaced area);
- use any part of the Site or allow any part of the Site to be used for any noxious, illegal, or offensive trade, business or activity; or
- bring onto the Site or operate on or over the Site any drone, aircraft or aviation device, without the Operator's prior written consent; or
- allow any act or thing to be done which may be or grow to be a nuisance, disturbance, or annoyance to the Operator, any other user, hirer or occupier of the Site, any neighbours or adjacent occupiers, or any other person.
- bring any Fuel onto the Site (other than in the running tank of any Vehicle) without the Operator's prior consent.

INDEMNITY & RELEASE

Risks:

- The Hirer/attendees acknowledge that motor sport is dangerous and that accidents causing Personal Injury and loss or damage to property can happen.
- The Operator may remove from the Site any person who, in the Operator's sole discretion, is not acting in the interests of safety or is acting in such a way that is likely to cause damage, nuisance or injury.
- If the Hirer/attendees bring, leaves or stores any property on the Site, it does so at its own risk.

Release:

The Hirer/attendees agree that, to the fullest extent permitted by law, it releases and forever discharges the Operator, the Associated Companies, and their Personnel ("Those Indemnified") from all Claims by any person against Those Indemnified in connection with:

- any Personal Injury;
- the full or partial loss, deterioration, destruction or theft of, or damage to, the property of any person which is on, left or stored on the Site except to the extent caused by the negligent or reckless act or omission of the Operator.