

Winton Motor Raceway Terms & Conditions

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 injury, death or property damage.

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 authorisation, 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.

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).

HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Winton Motor Raceway Pty. Ltd, Benalla Auto Club Inc the landowners, promoters, participants, racing associations, sanctioning organisations 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 PROPERTY 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.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

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

HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

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.

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 laws of the State/Territory in which the Event(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.