

EREBUS MOTORSPORT V8 CO PTY LTD / EREBUS MOTORSPORT PTY LTD
"RIDE EXPERIENCE" DISCLAIMER AND WAIVER

SECTION A – PARTICIPANT DETAILS

Full Name:	
Address:	
Date of Birth:	
Driver's License No:	
Telephone No:	
Medical Disclosure:	

SECTION B – EVENT DETAILS

Event Date:	
Event Location:	
Event Description:	
Event Driver:	
Nominated Vehicle:	

SECTION C – WARNING

<p>MOTORSPORTS, MOTOR RACING AND ASSOCIATED SPORTS ARE DANGEROUS AND INVOLVE SERIOUS RISK OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE.</p> <p>BY SIGNING THIS FORM, THE PARTICIPANT ACKNOWLEDGES THAT:</p> <ul style="list-style-type: none">• THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT AND BEING A PASSENGER IN THE NOMINATED VEHICLE.• THE PARTICIPANT'S PRESENCE AT THE EVENT AND THE ACTIVITIES OCCURRING AT THE EVENT MAY EXPOSE THE PARTICIPANT TO DANGER OF INJURY OR DEATH CAUSED BY THE PARTICIPANT OR OTHER PERSONS OR BY THE NATURE OF THE EVENT AND ITS ASSOCIATED ACTIVITIES.• THE PARTICIPANT VOLUNTARILY ACCEPTS AND ASSUMES ALL RISKS ARISING FROM OR ASSOCIATED WITH THE EVENT.• THE CONDITIONS CONTAINED IN SECTION E FORM PART OF THIS DISCLAIMER AND ARE BINDING ON THE PARTICIPANT.

SECTION D – TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions, unless the context otherwise requires:

- **Accident** means any collision between the Nominated Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Nominated Vehicle being damaged, lost or destroyed.
- **Claim** means and includes any claim, action, proceeding or demand made against a person however arising.
- **Disclaimer** means this disclaimer and waiver.
- **Driver** means the nominated driver described in Section B.
- **Erebus** means Erebus Motorsport V8 Co Pty Ltd ABN 32 604 341 282, The Trustee for the Erebus Motorsport Trust Account ABN 61 816 475 563.
- **Event** means the event described in Section B and includes any activities occurring during the event.
- **Event Venue** means the event venue described in Section B.
- **Loss** means and includes any damage, loss, cost, expense or liability incurred or sustained by a person (either directly or indirectly) however arising and whether present or future, fixed or unascertained, actual or contingent, special or consequential.
- **Nominated Vehicle** means the vehicle in which the Participant will be a passenger as described in Section B.
- **Participant** means the party who is described in Section A and includes the party's transferees, successors and permitted assigns.

2. PARTICIPATION IN EVENT

Subject to the Participant signing this Disclaimer and complying with the directions of Erebus and/or the Driver and in accordance with all rules, regulations, terms and conditions of the Event Venue, Erebus will permit the Participant to participate in the Event.

3. PERSONAL CONDUCT

- The Participant must at all times conduct him or herself in a civil, safe and proper manner and in accordance with the directions of Erebus and/or the Driver and in accordance with all rules, regulations, terms and conditions of the Event Venue.
- In the event that Erebus determines in its sole discretion that the actions and/or behavior of the Participant are likely to put the Driver, the Nominated Vehicle, the Participant or any third party in danger, Erebus reserves the right to either withhold the Participant's right to participate in the Event or have the Passenger removed from the Nominated Vehicle, by any means necessary.

4. PARTICIPANT WARRANTIES

- The Participant warrants that it will comply with all rules and regulations applicable to participation in the Event or specific conduct requirements as notified to the Participant by Erebus; and that it has disclosed in section A, any physical, medical or other condition which may endanger either the Participant, the Nominated Driver, or any other person partaking in the Event.
- All Participants must adhere to the height/weight restrictions outlined by Erebus; there is a maximum weight limit of 105-kilograms and maximum height limit of 185-centimetres. This is based on a height/weight ratio and may vary. Erebus reserve the right to withhold the Participant's right to participate in the Event or have the Passenger removed from the Nominated Vehicle, if they deem the Participant to be physically unfit to ride.

5. INDEMNITY BY PARTICIPANT

- The Participant indemnifies and agrees to keep indemnified Erebus (including its directors, officers, employees, agents, sponsors and related parties) against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which either Erebus or the Participant pays, suffers, incurs or is liable for in arising directly or indirectly from the Participant participating in the Event including in connection with any of the following:
 - Any breach by the Participant of any rules or regulations governing participation in the Event.
 - Any fines, penalties or similar imposts incurred as a result of any action or omission of the Participant in the course of participating in the Event.
 - Any injury, including death, sustained by a third party as a result, directly or indirectly, of the Participant.
 - Any loss or damage suffered by a third party as a result, directly or indirectly, of the Participant, including any accident caused or contributed to by the Participant making the costs of repairing any damage to the Nominated Vehicle.

6. RELEASE AND INDEMNIFICATION OF EREBUS

- Motor racing is dangerous and the Participant is fully aware of the extreme risks and hazards inherent in driving high performance vehicles and in the participation in the activities contemplated by this Disclaimer.
- The Participant has voluntarily elected to participate in the Event and to assume all risks of loss, damage or injury, including death, that may be sustained by the Participant participating in the Event.
- The Participant hereby releases and holds harmless Erebus and all of its affiliated companies, sponsors, agents and all of their officers, directors, shareholders and employees, to the fullest extent permitted by law, from any and all claims, lawsuits, judgments, legal fees and expenses, court and pretrial discovery costs, demands, actions, causes of action or liabilities arising out of or related to any loss, damage or injury, including death, that may be sustained by the Participant under or as a result of the Participant participating in the Event.
- The release and indemnifications contained in this Disclaimer bind the spouse, insurers, heirs, next of kin, executors, legal representatives and administrators of the Participant.

7. PAYMENT AND DEFAULT

- If any payment is due to Erebus as a result of a breach of these terms and conditions by the Participant, the Participant must pay any amount due to Erebus within fourteen (14) days of a notice in writing by Erebus.
- If the Participant defaults in the payment of any sum of money due to Erebus, Erebus may charge interest at the rate 4% above the rate specified from time to time under the Penalty Interest Rates Act (Vic) computed in respect of the amount of which default is made and the period of such default (without prejudice to any other rights or remedies of Erebus).
- The Participant must pay to Erebus any costs, expenses or losses incurred by Erebus as a result of the Participant's failure to pay to Erebus on the due date all sums outstanding from the Participant to Erebus (including, without limitation, any debt collection, legal costs and interest).

SECTION E – PARTICIPANT EXECUTION

The Participant confirms that it has read and fully understands the terms and conditions set out in Section D of this disclaimer, accepts that by participating in the Event, the Participant is exposing him or herself to the danger of injury or death wheresoever and howsoever arising and agrees to be bound by those terms and conditions.

SIGNED SEALED AND DELIVERED by the said Participant in the presence of:	
..... (Signature of Witness) (Signature of Participant)
..... (Name of Witness) (Name of Participant)

For persons under 18 years of age, the following parent/guardian consent must be completed.

PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OF AGE.

I, _____ of _____ am the parent/guardian of the Participant, who is under 18 years of age. I have read this document and the terms and conditions, including the exclusion of liability and assumption of risk and have explained the contents to the minor. I consent to the minor participating in the Event at his/her own risk.

SIGNED SEALED AND DELIVERED by the said Participant's parent/guardian in the presence of:	
..... (Signature of Witness) (Signature of Parent/Guardian)
..... (Name of Witness) (Full Name of Parent/Guardian)