

## APPLICATION & CONTRACT FOR LICENCE to PARTICIPATE

### LICENCE FEES

**Annual Licence:** Clubman \$55.00 National \$210.00  
**Lic Upgrade** (30 Day option): Clubman to National \$155.00  
**Event/Day Licence:** Clubman \$20.00 National \$60.00

Rec. # \_\_\_\_\_ Issue Date \_\_\_ / \_\_\_ / \_\_\_ RACERS  
 ID: \_\_\_\_\_

[WWW.RACERS.WORLD](http://WWW.RACERS.WORLD)

Phone: 1 800 RACERS <https://www.facebook.com/RACERSAUS/>  
 email: admin@RACERS.world Post: PO Box 216 Narangbah Q 4504

I want to participate in: <input type="checkbox"/> Motorkhanas, <input type="checkbox"/> Drive Days, <input type="checkbox"/> Cruise, <input type="checkbox"/> Drifts, <input type="checkbox"/> Roll Racing, <input type="checkbox"/> Sprints, <input type="checkbox"/> Races, other: _____ <small>[Please circle ALL of your requirementS]</small>		Civil Licence No. _____	
First Name: _____	Last Name: _____		Birth Date: _____ / _____ / _____
Postal Address: _____		Town: _____	Postcode: _____
Email address: _____	Mobile Phone: _____	Home Phone: _____	Work Phone: _____

### Conditions of Issue

I, the Applicant and the Contracting party voluntarily and of my own free will hereby apply to Recreation And Competitive Events Resources and Services Pty Ltd (RACERS) for a RACERS EVENT Licence to use for the purposes of driving and operating a motor vehicle, a motorcycle or sidecar ("Vehicle") or being a passenger in a Vehicle or a pillion passenger on a Vehicle or a passenger in a sidecar in any RACERS authorised recreational motorised activity, competitive activity, and any test sessions conducted by a RACERS authorised Event Provider &/or Venue Operator in any capacity including entrant, driver, official or crew or any combination thereof. This agreement is subject to the laws of the State of Queensland, including Section 18 of the Qld Civil Liability Act 2003, and the parties agree that the courts of Queensland will be the most convenient forum for the adjudication of any claims of actions arising from the terms and conditions of this agreement.

### Warrant

I certify and warrant that the information that I have provided in this form is true and correct and I agree that I will immediately inform RACERS in the event of me having or sustaining any physical or psychological impairment or injury that or which has occurred that may affect my ability to undertake any activity and or performance testing or driving of a motor vehicle, riding of a motorcycle or sidecar or being a passenger in any of the aforementioned vehicles. I declare that I understand the English language and that I have read and understood the warnings and exclusions of liability contained in this contract with RACERS and that I accept all the inherent risks and dangers in competing, testing, carrying out any activity or performance testing or the use of any of recreational or competitive motorsport facilities.

### Warning of Risk

I freely acknowledge and agree that upon entering into this Contract with RACERS and participating in any activity or performance Testing whilst using any facilities at a permanent or temporary, recreational or competitive, motorsport venue is a dangerous activity and contains obvious risks of an accident or injury occurring to me and other persons. I warrant that I have not been informed by any staff members or agents or employees of RACERS that such dangerous activity does not contain obvious risk of physical injury or damage. I accept and agree that at any time RACERS has the right to revoke or terminate my Licence to participate in any activity at any RACERS authorised event or testing at any permanent or temporary, recreational or competitive, motorsport facilities at any time for any reason that RACERS or its duly appointed Event Managers, its Managers, employees and agents in their discretion sees fit.

### Code of Conduct

I declare that I have read and understood the RACERS Code of Conduct and agree to abide by it to reduce the risks to myself and others – and accept that I will be the primary cause of risk and danger in the activities I undertake if I do not abide by its requirements.

### Exclusion of Liability

I have entered this contract on the basis that I agree to absolve the Event Provider &/or Venue Operator, its Managers, employees and agents from any and all liability arising from any physical injury or damage that I may sustain whether fatal or otherwise arising out of my use of any motor sport track, facilities or venue or event. I agree that this Exclusion of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death.

### Warrant of Fitness

I warrant to RACERS that I understand and accept that participating in motor sport events is a physically demanding dangerous activity and that it carries a risk of injury. I am not aware of any medical problems from which I suffer that will increase the risk of injury to myself or others and I acknowledge that I will not have any claim of any kind against RACERS or the Venue Operator &/or Event Provider for any injury, illness or adverse change in my medical condition or state of mind arising out of any activities provided by them. I understand that RACERS has not made, nor will make, any investigation into my physical fitness and that RACERS is relying entirely upon my declaration in this warranty that I am physically and mentally fit and in a suitable condition to undertake activities in events of the nature it supports. I accept that I have been advised to maintain my own medical insurance policy to covers

me for accidents and illnesses while I am participating in this type of activity - that I agree further to meet any shortfall for any payment of medical expenses not covered by the medical insurance provided by RACERS or that I maintain.

Medical

On entering this contract, I warrant to RACERS, the Event Provider and/or the Venue Operator that I am in a good state of physical fitness, I am not suffering from any medical condition, illness, disease or condition of which I am aware which would place me under increased risk of sustaining physical injury or harm or damage whilst participating in any activity or performance Testing or use of the Venue Operator's facilities. I agree that the Venue Operator can require me to provide written or documentary medical clearances and or certificates confirming my physical fitness to carry out the activity and or performance testing or use of the facilities of the Venue Operator where it sees fit.

Indemnity

In entering into this contract with RACERS and RACERS granting me a Licence to drive and use the facilities of the Venue and Venue Operators that I voluntarily agree to indemnify the Venue and Venue Operator, and its managers, employees and agents in respect of any legal actions, legal suits, legal proceedings, claims, demands, losses, costs, penalties and fines or whatever may occur and arise as a result either directly or indirectly during the use of their track or facilities or for any act or omission including negligence, breach of duty, or breach of statutory duty on the part of the Event Provider and or Venue Operator.

In the event that any incident should occur where I have sustained any physical injury or any other damage arising from my participation in any activity, performance testing or the use of facilities of an Event Provider and or Venue Operator and if such claim is successful and RACERS is required to make any claim under its Public Liability Insurance cover or policy relating to its operation of the track and its facilities and the said insurer require an excess premium or deductible is to be paid by RACERS, I agree that I will reimburse and indemnify RACERS for the full sum of the excess or deductible under such policy except to the extent that it is to be paid either in full or part by any third party.

Condition of Venue

I acknowledge that before I commence any activity or performance testing or the use of any Event Provider and/or Venue Operator facilities that I will thoroughly inspect the state of the track and or its facilities and that by commencing the activities I acknowledge that I have found it to be in a safe condition for the type of activity and performance Testing or the use of facilities that I intend to undertake. When using the track I agree to accept and abide the terms and conditions and directions of the Venue Operators, its managers employees or agents and that I accept the risk of any sustaining any physical injury or property damage arising from the use of the track and its facilities and that I agree that if any act or event occurs which I or others who I observe are involved cause any damage to the track or its facilities which may present a danger to other users then I shall immediately inform the Event Provider and or Venue Operator and take all reasonable steps to warn them of any damage to the track and or its facilities or any other danger or increased risk to those taking part in activities and performance testing or the use of the facilities. I have not relied on any representation or warranty as to the fitness of the track and its facilities for the activity and performance testing that I intend to carry out.

Membership of Queensland Motorised Sports Council (QMSC)

By entering into this contract and signing this form, I understand I will receive automatic Associate membership of the Queensland Motorised Sports Council (QMSC) who provide support, advocacy and update information relating to recreational motorised sporting activities. The benefits of this membership are declared on the [www.QMSC.org.au](http://www.QMSC.org.au) website.

Exclusion of Liability – Partaking in a Dangerous Activity

On entering into this contract I have read, understood, acknowledge and agree to accept the exclusions of liability and the indemnity contained herein and that I have carried out a personal inspection of the track and its facilities and I accept and acknowledge that I am undertaking a dangerous recreational activity with a possible risk of injury and that if I sustain any physical injury or damage then I exonerate and exclude from liability RACERS, the Event Provider and/or the Venue Operator.

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CONSENT STATEMENT FOR APPLICANTS WHO ARE MINORS**

I, ..... being the parent/guardian\* of the above named applicant have read the whole of this document and consent to them participating in the Activities. In doing so I acknowledge on their behalf that the Activity is dangerous, and agree that the Venue Operator &or Event Provider shall NOT be under any liability whatsoever for any death or bodily injury, loss or damage which may be sustained or incurred by the minor regardless of how the death or bodily injury, loss or damage is caused by negligence or otherwise.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(\*Delete whichever does not apply)