

# 3(B) Liabilty Release Waiver

## Name of Event: DTC Timed Laps

Venue: Lakeside DTC Date(s): 17th February 2019

#### Participant's Declarations / Disclaimer

I/We being the Participant and/or Driver and or Rider and/or Passenger of the vehicles used for the above mentioned event.

I/We being the competitor/s and/or driver and or Rider, certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

I/We declare that I/we have read and understood the conditions issued for the event, and agree to be bound by them and the provisions of the Rules of Recreational and Competitive Events Resources and Services (RACERS). In exchange for being able to attend or participate in the event (including the event), I agree: to release Lotus Club Queensland Inc, RACERS and promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law; that RACERS and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and to attend or participate in the event at my own risk.

For the avoidance of doubt, I/We in particular release Qld Raceways Operations Pty Ltd & Recreation and Competitive Event Resources & Services Pty Ltd, which have facilitated the provision of a permit providing public liability insurance to Lotus Club Queensland Inc for the event, from any liability for harm howsoever arising from my/our participation in or attendance at the event.

I/We acknowledge that:

- Motor sport can be dangerous and that accidents causing harm can and do happen and may happen to me.
- The risks associated with attending or participating in the event include the risk that I may suffer harm as a result of:
  - Motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
  - The failure or unsuitability or facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by Lotus Club Queensland Inc and the Associated Entities.

Participant Name:	Participant Address:
Participant Signature:	Participant Phone:
Emergency Contact:	Emergency Contact Phone:

#### 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: \_\_\_\_/ \_\_\_\_/ \_\_\_\_/



# 3(C) Crew Member Acknowledgement and Release

### Name of Event: DTC Timed Laps

Date(s): 17th February 2019 Venue: Lakeside DTC

I acknowledge and agree motor sport is dangerous and that accidents can and will happen in which I can be injured or die. I also acknowledge and agree as a condition of participating as a crew or as a staff member for an organisation, driver or club that Recreation and Competitive Event Resources & Services Pty Ltd which have facilitated the provision of a permit providing public liability insurance to Lotus Club Queensland Inc and other operators of the venue ("the venue"), the lessee of the venue, the associated entities and their respective servants and agents shall be released and absolved from any liability for my death, or any bodily injury, loss or damage to my property which may be sustained or incurred by me as a result of my employment or being present at the venue. I agree the operator has the right to terminate my attendance at the venue and the working area located therein to the extent I consider necessary and found both to be in a condition which I consider acceptable for the duties I will be involved in.

If an act or occurrence in which I am involved or observe reduces my safety I will immediately notify the promoter and warn other track users of the danger and/or increased risk. I have understood these warnings and accept all the inherent risks and danger in the event and the activities surrounding the event.

The term "associated entities" above means all of:

- a) The owner of the venue from time to time
- b) Any party sanctioning the activities
- c) The promoter of the activities
- d) Any sponsor of the activities

Organisation / Team / Club

Crew / Staff Member Name

Signature

Date of Attendance

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_

#### 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: \_\_\_\_/ / \_\_\_\_/



# 3(E) Car & Equipment Check List

## Name of Event: DTC Timed Laps

Venue: Lakeside DTC Date(s): 17th February 2019

All of these items may be checked by the RACERS or Groups safety scrutineers.

ОК	N/A	CHECKED	OWNER TO INITIAL EACH ITEM ON THE LIST AS "OK" OR "NA"	
			Vehicle ID: Group:	
			LICENCE/S, EXPIRY DATES (COMPLETED & OK)	
			ALL REQUIRED LIGHTS (INCLUDING RAIN LIGHTS) WORKING	
			HELMET, GOGGLES/VISOR, ATTIRE	
			SEAT ATTACHMENT SECURE	
			LAMP GLASS PROTECTED (CLEAR ADHESIVE TAPE)	
			SEAT BELTS – TYPE, CONDITION & INSTALLATION	
			WINDSCREEN – LAMINATED	
			WHEEL CENTRE CAPS REMOVED	
			BONNET SECURE (2 INDEPENDENT FASTENING SYSTEMS)	
			TYRES (CHECK FOR VALVE CAPS)	
			VISIBLE OIL OR FLUID LEAKS	
			NO RUST, CRACKS, HOLES ETC	
			MECHANICAL THROTTLES MUST HAVE AT LEAST 2 RETURN SPRINGS	
			NO LOOSE BODYWORK &/OR TRIM	
			BATTERY FIRMLY ATTACHED (TERMINALS TAPED)	
			COMPETITION NUMBERS MEET REQUIREMENTS	
			BRAKES – PEDAL MUST HAVE A GRIPPING SURFACE & NO SINK IN <3	
			SECONDS	
			BATTERY MARKER, CUT OUT SWITCH FITTED & OPERABLE	
			REAR VISION MIRROR/S SET AND SAFELY MOUNTED	
			FIRE EXTINGUISHERS, WHERE FITTED, MUST HAVE >20G BRACKET	
			OIL CATCH CANS ARE REQUIRED FOR WET SUMP SYSTEMS	
			ROLL BAR/CAGE MUST MEET SFI SPECIFICATIONS	
			OPEN WHEELERS MUST HAVE A WORKING RAIN LIGHT	

I, The owner of this vehicle, verify that it is in raceworthy condition & meets the safety requirements for the activity in which I have entered it.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date:



# **3(G)** Conditions of Entry to This Venue

You understand and accept that activities that can cause you injury or even death occur on this venue and that neither the venue owner, the venue operators, event providers, event participants or any sanctioning authority (the Parties) can guarantee your safety.

By entering into this venue you agree, to the extent permitted by the law, to:

a) release the Parties from any claims or demands of whatever nature or kind relating to your injury or death occurring whilst you are on this venue; and

b) indemnify the Parties, their managers, employees and agents in respect of any legal actions, claims, demands, losses and costs of any nature or kind which may occur or arise as a result of you being on the Venue.

Each of the above stated release and indemnity extend to and include any act or omission including negligence, breach of duty, or breach of statutory duty by or on the part of the Parties either directly or indirectly during the period that you are on the venue."