



ROLLING THUNDER RACEWAY PROMOTIONS INC (RTRP)

“CONDITIONS OF PARTICIPATION” IN COMPETITIVE MOTOR RACING EVENTS

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS BY WHICH ROLLING THUNDER RACEWAY PROMOTIONS INC (“THE PROMOTER”) ALLOW PARTICIPANTS TO ENGAGE IN COMPETITIVE MOTOR RACING EVENTS AT ROLLING THUNDER RACEWAY (“THE VENUE”).

PARTICIPANTS ARE ADVISED THAT IF YOU DO NOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS AS SET OUT IN THE “CONDITIONS OF PARTICIPATION” , YOU ARE TO WITHDRAW FROM THE EVENT AND NOT PARTICIPATE IN ANY FUTURE MOTOR RACING EVENTS AT “THE VENUE”.

THE CONDITIONS OF PARTICIPATION IN COMPETITIVE RACING EVENTS AND ENTRY TO THE VENUE ARE SET OUT BELOW.

In the Conditions of Participation, “Competitive motor racing” means the use of motor vehicles specifically designed and built for racing in competitions. It includes the testing, practice, qualifying, repair and scrutineering of such vehicles and may include vehicles registered or capable of being registered to drive on a public road.

You and your Motor Vehicle are subject to disqualification without notice if, in the sole and unfettered discretion of the Promoter, you, your motor vehicle, or crew, pose any threat to safety and/or the orderly conduct of motor racing events or if you are in breach of the any further rules or conditions of entry imposed by the Promoter.

A reference to the Promoter, organizer or sponsor, includes a reference to their respective duly authorized agents, employees, and officials (hereafter referred to as “the Promoter’s Associates”).

In consideration of the Promoter’s acceptance for YOU to participate, YOU agree to abide by the Promoter’s directions and instructions and the terms of this application (as amended from time to time) and any further regulations governing an event in which you are competing as a driver.

In addition, YOU agree as follows:

1. YOU will pay the applicable admission fee charged by the Promoter from time to time for entry to the Venue and any further fee charged by the Promoter for your entry to the Pit, Pit Lane or Pit Paddock at each Event;
2. That neither the Promoter nor the Promoter’s Associates warrant, whether expressly or by implication, that any services rendered by them or on their behalf will be rendered with due skill and care or that any materials provided in connection with services performed are fit for the purpose for which they are supplied;
3. To hereby release and forever discharge the Promoter; and any of the Promoter’s Associates, from any liability whatsoever, howsoever, arising from my death, or personal injury, (including psychological trauma or nervous shock) or any loss and damage whatsoever and howsoever arising from my participation as a driver, or attendance at, a competitive motor racing event at the Venue.
4. That motor racing is an inherently dangerous activity. By reason of the nature of the motor sports, it is subject to risks of serious personal injury and death which can be caused in circumstances which may or may not be foreseeable. YOU acknowledge that YOU may suffer injury or death as a result of:
 - Collision of motor vehicles (or parts of them) with other motor vehicles, persons or fixtures;
 - The unauthorized acts, inadvertence, omission or willful negligence of scrutineers, officials, other contestants, crew engaged by other participants, or spectators.
 - The inadequacy of facilities (including spectator stands, guard rails, fences) to ensure the safety of persons or property at the event; or

- Poor track or road conditions; and
 - Any other cause which may arise in the conduct of dangerous sports.
5. You accept that competitive motor racing is dangerous and that accidents can and do happen and may happen to YOU. YOU accept that as a consequence, YOU may suffer injury or death. YOU indemnify the Promoter and the Promoter's Associates from and against all liability of any nature whatsoever arising from injuries suffered, or wrongful death which may occur, as a result of your participation as a contestant in a competitive motor racing event.
 6. YOU will abide by the rules of any racing club of which YOU are a member and, in addition, the directions given by the Promoter and officials at any competitive motor racing event at which YOU are participating in any capacity whatsoever including, without limitation, as a driver, scrutineer, member of pit crew, motor mechanic, or official;
 7. YOU acknowledge that whilst in the Pit Area, Pit Lane and Pit Paddock Area, smoking and consumption of alcohol are strictly prohibited.
 8. YOU warrant to the Promoter:
 - a. That YOU will sign the Release and Waiver of Liability Form. SEE ATTACHMENT A Please read carefully as this differs from the standard Release and Waiver form used at most Speedways in Australia.
 - b. That YOU have taken out personal injury insurance cover as a consequence of any act or omission of any person in the course of competitive motor racing at the Venue;
 - c. The Motor Vehicle has been mechanically examined by a suitably qualified person to ensure that the Motor Vehicle is in sound condition suitable for competitive motor racing of vehicles in the Class and that it does not pose a threat to the safety of the driver of the vehicle which is capable of detection after a trial of its performance;
 - d. That the Motor Vehicle will not exceed noise levels of 97 dba during the conduct of any competitive motor racing event.
 9. YOU will sign the Release and Waiver of Liability form which relates to insurance and will sign all further documents and do all things necessary or deemed by the Promoter to be desirable to give effect to these terms.
 10. To the full extent permitted by law, the Promoter and the Promoter's Associates exclude liability arising from my participation in competitive motor racing or your admission to the Venue for that purpose or as a spectator of any Event and to the extent that such liability cannot be excluded, the Promoter and the Promoter's Associates, limit liability, at their option, to the following:
 - a. Refund of admission fee to the Event;
 - b. Admission, free of charge, to a further Event rescheduled in circumstances of cancellation of an Event by reason of unsafe conditions or for any other reason determined by the Promoter in its sole discretion; or
 - c. The full extent of insurance cover which may be applicable.
 11. YOU are over the age of 18 years.
 12. The Promoter agrees:
 - a. To provide the venue for competitive motor racing events;
 - b. To provide facilities necessary for crowd management and convenience;
 - c. To manage gate and ticket sales;
 - d. To arrange for the construction of barriers to segregate spectators, pit crew from the racing circuit. The "racing circuit" does not include the spectator stands provided;
 - e. Will effect such insurance as it is advised is prudent in the circumstances;
 - f. Will order the sequence and management of events;
 - g. Will ensure the presence of fire, paramedic or first aid at all competitive motor racing events attended by the public where an admission fee is charged for spectators;
 - h. Will ensure that appropriate planning approval is obtained from local authorities and that the competitive motor racing events are otherwise conducted in conformity with the law.

13. The Promoter may cancel an Event at any time and for any reason if in its sole discretion it is necessary or desirable to do so without incurring any liability from You, or persons engaged by You to participate in any competitive motor racing at the Venue.
14. The Promoter may cancel an Event at any time prior to or during the event (due to rain or other circumstances), no monies will be returned to you.
15. Generally, if the event is cancelled prior to the completion of the fifth event, pass outs only will be provided to You . This will enable You to enter the venue at a future event free of charge.
16. The Promoter supports the Victorian State Governments Anti-Doping policy. Participants are advised that drug and alcohol testing maybe undertaken at any time during the event/s at the venue. If any competitor or his crew are found to be under the influence of drugs (Other than prescription drugs) or alcohol, they may be removed from the venue and banned from future events at the venue. The Victorian State Governments Anti-Doping policy can be viewed at:
http://www.dpcd.vic.gov.au/__data/assets/pdf_file/0006/39174/Victorian_Anti-doping_Policy_2009_print_version.pdf
17. Following an on track incident, the Event Paramedic will have sole discretion whether a participant can continue their participation in that event or future events at the Venue.
18. The Promoter supports the Victorian State Governments Code of Conduct policy. If any competitor or his crew are found to have breached the policy, they may be removed from the venue and may be banned from future events at the venue.

Victorian Code of Conduct for Community Sport

The Victorian Code of Conduct for Community Sport outlines behaviours that are expected of every person involved in the community

This Code applies to community sport, training and club sanctioned activities.

The Code:

Every person: spectator, player, club member, official, participant, administrator, coach, parent or member of the community involved with the sport, should work to ensure:

- inclusion of every person regardless of their age, gender or sexual orientation
- inclusion of every person regardless of their race, culture or religion
- opportunities for people of all abilities to participate in the sport and develop to their full potential
- respect is shown towards others, the club and the broader community
- a safe and inclusive environment for all
- elimination of violent and abusive behaviour
- protection from sexual harassment or intimidation.

By participating, you fully understand the risks of attending and participating in any competitive motor racing event and accept the above conditions as a participant in competitive motor racing events conducted at the Venue by the Promoter.



ATTACHMENT A

RELEASE AND WAIVER OF LIABILITY. ASSUMPTION OF RISK, WARRANTS AND INDEMNITY AGREEMENT

In this Release and Waiver of Liability:

"Releasees" means promoters, participants, racing association, sanctioning organizations or any subdivision thereof, track owners, officials, car owners, drivers, pit crews, rescue personnel, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Events, 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 Events, and each of them, their directors, officers, agents and employees.

"Restricted Area" means and includes the pit lane/alley, pit paddock, race track or other areas designated by the Promoter as being restricted to access by authorized personnel and not generally accessible by the public;

All other capitalized terms used will have the same meanings ascribed to them in the attached application form.

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to any statutorily implied 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 EACH OF THE UNDERSIGNED**, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Agrees, if the circumstances permit, to bring to the attention of any Event official any act, fact, matter or thing, which comes to his/her attention which s/he apprehends poses a risk of danger to him/her or to third parties and, all circumstances, to immediately leave any Restricted Area if it is necessary or desirable to avoid or minimize the risk of personal injury to him/herself or others.

2. HEREBY WAIVES, RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the Releasees from liability of any nature whatsoever, howsoever arising from, my participation, in any capacity whatsoever, in any competitive motor racing event held at the Venue.

3. HEREBY INDEMNIFIES and saves harmless the Releasees from and against liability arising from any claim, demand, or legal proceedings for recovery of damages for loss or damage of any nature whatsoever suffered as a result of any personal injury sustained, or death or property damage occurring in any Restricted Area or from my participation in any competitive motor racing event conducted at the Venue.

4. HEREBY WARRANT to the Releasees, That:

(a) I have reviewed all risks associated with my participation in competitive motor racing events and I am satisfied that I have sufficient ambulance cover, injury assistance, medical benefits, personal accident insurance, Income protection, hospital benefits including all other types of benefits or insurances, to cover me from and against any loss and damage which may be suffered by me (including personal injury and property damage) as a consequence of any act or omission of any person in the course of competitive motor racing at the Venue;

(b) I have reviewed all types of safety apparatus that is available on the market, including, but not limited to, helmets, head and neck restraints, gloves, driving suits and underwear, safety footwear, seats and seat belts, associated with my participation in competitive motor racing events and based upon this information, I am satisfied that I utilise sufficient safety apparatus to protect me in the event of any accident in the course of competitive motor racing, furthermore, I take full and sole responsibility for complying with the manufactures instructions and the fitting and proper use of all safety equipment used by me.

(c) That if I am an owner/driver, the Motor Racing Vehicle has been mechanically examined by a



suitably qualified person to ensure that the Motor Vehicle is in sound condition suitable for competitive motor racing of vehicles in the Class and that it does not pose a threat to the safety of the driver or other participants at the venue,

(d) That work safety standards will be adhered to by race team personnel when working on the race car, including but limited to, correct storage and labeling of fuels and other dangerous substances and equipment, use of chassis or axle stands, race team to be appropriately dressed (no open toed shoes etc), electrical generators and other electrical equipment must have suitable protection devices fitted and electrical tools and equipment must be appropriately tested and tagged, Quad Bikes will be driven at speeds not exceeding walking pace and riders must wear a helmet.

5. THIS ACKNOWLEDGEMENT AND CLAUSES 2, 3, and 4 above, are binding upon me, my personal representatives, assigns, heirs, and next of kin.

6. Agrees that the releases and indemnities given under clause 2, 3 and 4 extend to any negligent act or omission by the Releasees in the course of conducting any competitive motor racing Event at the Venue and include any act or omission which may occur in administering emergency procedures, whether by way of first aid or otherwise.

7. HEREBY VOLUNTARILY 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.

8. 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**

9. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releasees, **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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WARRANTIES AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, TO THE EXTENT THAT LIABILITY IS UNABLE TO BE EXCLUDED AT LAW, THE LIABILITY OF THE RELEASEES IS LIMITED TO THE EXTENT OF INSURANCE COVER EFFECTED BY THEM FOR THE INCIDENT RESULTING IN LOSS OR DAMAGE.