

WAMRA Liability Waiver, Risk Assumption & 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 personal injury or death, damage to property and economic loss.

Subject to that warranty, if applicable and in consideration of being permitted to compete, officiate, observe, work for, or participate any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorising, 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.

1. 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).
2. Hereby releases, waives, discharges and covenants not to sue Western Australian Mower Racing Association, the organisers, 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 "RELEASEES", 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 of or related to the EVENT(S), whether caused by the negligence of the RELEASEES or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the RELEASEES 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.
4. Hereby assumes full responsibility for any risk of personal injury or death, or property damage arising out of, or related to the EVENT(S), whether caused by the negligence of the RELEASEES or otherwise.

5. Hereby acknowledges that the activities of the EVENT(S) are very dangerous and involve the risk of personal 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.

6. Hereby assumes full responsibility for the preparation and safety of the vehicle to be used and further gives an assurance that the vehicle has been checked for safety and is in a condition fit to be used for motor racing.

7. 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 *Civil Liability Act 2002 (WA)* and the Australian Consumer Law 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 AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY 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.

First Name: _____ Last Name: _____

Address: _____

DOB: _____ Mobile _____

Email: _____

Signature: _____ Date: _____

EMERGENCY CONTACT

Name: _____

Relation: _____ Mobile _____

CONSENT FOR ENTRANTS AND COMPETITORS UNDER 18 YEARS

I, _____ being the parent/guardian of

have read the whole of this document and consent to him/her participating. In doing so, I acknowledge that motor sport is dangerous, and agree that neither Western Australian Mower Racing Association nor "the organisers" shall be under any liability whatsoever for any death or personal injury, economic loss or property damage which may be sustained or incurred by the above-named minor, or by me, howsoever such death or personal injury, economic loss or property damage is caused by negligence or otherwise.

Signature: _____

Date: _____