



JBM RACING PTY LTD ABN 18 635 784 280

In exchange for being able to attend the circuit or activity location as well as drive and/or ride as a passenger in a vehicle (whether during a motor sports event or otherwise), I agree:

1 Application:

That of my own free will I apply to JBM RACING Pty Ltd to use and drive a motor vehicle belonging to them for the purpose of taking part in a race, recreational event and/or practice (**'the Event'**);

2 Exclusion of Liability:

To release JBM RACING Pty Ltd, sponsor organisations, land owners and lessees, organisers of the Event, their respective servants, officials, representatives and agents, management and volunteers (collectively, the "**Associated Entities**") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) howsoever arising from my attendance at the circuit and driving and/or riding as a passenger at the Event, except to the extent prohibited by law;

3 Indemnity:

(a) In consideration of JBM RACING Pty Ltd granting me use of the motor vehicle, I agree to Indemnify them in respect of all claims, suits, actions or proceedings or demands, costs, charges, and liabilities now or in the future, whatever as a result, directly or indirectly, of my use of the motor vehicle; and

(b) In consideration of JBM RACING Pty Ltd granting me access to the Event and circuit, I agree to Indemnify them in respect of all claims, suits, actions or proceedings or demands, costs, charges, and liabilities now or in the future, whatever as a result, directly or indirectly, of my entire experience and attendance at the Event and circuit.

4. Condition of the vehicle:

(a) On the day of the drive and/or ride I have the opportunity to inspect the motor vehicle prior to my drive and/or ride and can withdraw from the drive and/or ride at any stage prior to driving and/or riding and receive a partial refund of payments made for the Event being 30% of the amount.

(b) In the event of an accident whilst I am driving the motor vehicle, which incurs actual damage to the motor vehicle (actual damage determined by JBM RACING Pty Ltd or its agents), I agree to meet a minimum of \$3,000 (GST exclusive) (AUD) toward the costs of repairing the motor vehicle back to its condition prior to use in the Event.

I acknowledge the warning that:

1 The risks associated with attending the Event, circuit or activity location and driving and/or riding as a passenger in a vehicle (whether during an event or otherwise) 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 of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the Event.

2 High performance and/or competitive driving is dangerous and that accidents causing harm can and do happen and may happen to me.

3 This experience may involve some muscle jarring, increased heart rate and high G-forces sustained to the body.

