



## Participation & Indemnity Agreement - Off-Road Rush Sydney

1

Warning! This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you understand and agree to all of its contents. It is recommended that you seek legal advice before signing this agreement. Do not sign this agreement if you suffer from disability of any kind including and not limited to age, level of education, ability to speak, understand, write and read the English Language, literacy, mental disability, physical disability, and disadvantages of social or economic nature without a professional advice whether legal or not. Be aware that you will be waiving certain legal rights when you sign this document including the right to sue. Do not sign this document in the agony of the moment.

### **Definitions:**

In this agreement:

- a) The term **'ORRS'** means 'The TRUSTEE FOR OFF-ROAD RUSH SYDNEY UNIT TRUST t/a OFF-ROAD RUSH SYDNEY Pty Ltd' (ABN 18 348 399 827).
- b) The term **'Participant'** means a driver, spectator, passenger and bystander including all and any personnel within or on ORRS's precinct or premises and limited to its land boundaries.
- c) The term **'Driver'** means all and any person/s driving any of the vehicles on ORRS's precinct and within its land boundaries.
- d) The term **'Corporation'** means any company including anybody corporate (whether incorporated in this jurisdiction or elsewhere); and an unincorporated body that under the law of its place of origin, may sue or be sued, or may hold property in the name of its secretary or of an office holder of the body duly appointed for that purpose.
- e) The term **'Third parties'** means any person or corporation or entity whether in this jurisdiction or elsewhere that has a direct or indirect, professional or otherwise relationship with ORRS.
- f) The term **'Vehicle'** includes any motorised wheeled and tracked vehicles of any type, size or shape on ORRS's premises and within its land boundaries.
- g) The term **'ORRS Activities'** means all and any activity whether or not of obvious risks and include activities of recreational nature whether dangerous or otherwise.
- h) The term **'Session date'** means the date a participant is booked in.
- i) The term **'Recreational activities'** means all and any sport whether organized or otherwise and include activities of relaxation, leisure and the ones of adrenaline rushing nature.
- j) The term **'Dangerous Recreational Activities'** means all and any recreational activities that involves significant risk of physical or mental harm.
- k) The term **'Obvious risk'** means all and any risks that are patent or a matter of common knowledge; including risks of low and rare probability of occurrence; risks that are not conspicuous, prominent, or physically observable.
- l) The term **'Disability'** means any form of disability whether physical, intellectual, economical or otherwise.
- m) The term **'Minor'** means a person under the age of 18 years old.
- n) The term **'injury'** means all and any injury of any type or form including and not limited to personal injury, physical injury, mental and emotional injury, death; and covers injuries suffered by third parties.
- o) The term **'Personal Injury'** means impairment of a person whether mentally or physically; pre-natal injury and a disease of any kind.
- p) The term **'Negligence'** means failure to exercise reasonable care and skill taking all circumstances into account.
- q) The term **'Harm'** means harm of any kind including death, personal injury, mental injury and economic loss.
- r) The term **'Loss'** means all and any loss whether financial or otherwise and includes non-economic loss.
- s) The term **'Non-economic loss'** means pain and suffering, loss of amenities of life, loss of expectation of life, and disfigurement.
- t) The term **'Acts of God'** includes all and any events outside human control like floods, earthquakes, or any other natural disasters.
- u) The term **'Weather condition'** means any whether condition whether extreme or otherwise unless specifically identified in this agreement.
- v) The term **'Violence'** means all and any act or conduct that includes and not limited to physical assault, threatening, harassment, disturbance of the peace, crowd surfing, stalking, intimidation, verbal abuse and swearing.
- w) The term **'Offensive language'** means hurtful, derogatory or obscene comment or statement made by one person or more to another person/s while being on ORRS premises and within its land boundaries.
- x) The term **'Signs of intoxication'** includes any deemed conduct or act of the participant's speech, balance, co-ordination or behaviour that is noticeably affected by liquor or drugs.
- y) The term **'WHS laws'** means *Work Health and Safety* Laws within any relevant state or territory of the Commonwealth of Australia.
- z) The term **'Laws of the Commonwealth'** means any laws, including regulations, applicable and enforceable in the Commonwealth of Australia and, when used in a geographical sense, includes Norfolk Island, the Territory of Christmas Island and the Territory of Cocos (Keeling) Islands, but does not include any other external Territory.

Participant's Full Name: ..... Participant's Signature: .....

Witnessed By: ..... Witness Signature: .....



**Waiver and indemnifying Clauses:**

1. ORRS and their owners, trustees, representatives, volunteers, directors, employees, independent contractors, promoters, owners and lessees of premises, inspectors, other participants, officers, agents, advertisers, representatives, servants, successors and any corporation or personnel that is related with ORRS as a third party whether the relationship is professionally or otherwise; are neither liable nor responsible for all and any damages, losses, harms, injuries suffered by person/s or corporation/s that relates to any of the activities or events or mere occupation or presence on ORRS land and within its boundaries whether caused by negligence or otherwise and to the full extent permitted by the laws of the Commonwealth of Australia.
2. That the participant to indemnify, keep indemnified to the full extent of the laws of the Commonwealth ORRS and any third parties from all and any losses whether financially or otherwise, harms, liabilities, damages, which may happen as a result of being a participant in or with any of the ORRS's activities.
3. That the participant indemnify, waive, release, hold harmless and discharge ORRS and third parties from all and any liabilities including and not limited to acts of god, property damages, property thefts, medical costs, medical transportation and litigation costs.
4. That the participant accepts full responsibilities for all and any harms, losses and injuries whether resulting in death or property damage or otherwise as a result of being a participant in or with ORRS's activities.
5. That the participant agree, acknowledge, accept that all or some of ORRS's activities are of obvious risks, and are dangerous recreational activities.
6. That ORRS's activities may involves vehicles or part of them colliding with each other property or other personnel on ORRS's premises.
7. That in the event of an accident, medical and rescue personnel may not be able to attend immediately whether by negligence or otherwise.
8. That some of the structures, facilities, fences and buildings may fail to prevent injury and may cause injury including death.
9. That the participant agrees, acknowledges and accepts that injuries (including death), harms, loss whether non-economical or otherwise, are reasonably foreseeable in ORRS's activities.
10. That the participant is fit enough medically to participate in ORRS's activities.
11. That the participant must disclose all and any illness of any type to ORRS before participating in any of ORRS's activities and that ORRS reserve the right to prevent and ban the participant from participating in their activities because of his/her medical condition.
12. That the participant and ORRS accepts and agree for the waiver clauses to be interpreted broadly.

**Terms and Conditions:**

In consideration of The TRUSTEE FOR OFF-ROAD RUSH SYDNEY UNIT TRUST t/a OFF-ROAD RUSH SYDNEY Pty Ltd (ABN 18 348 399 827), allowing me to participate and join in any of ORRS's activities whether a driver, passenger, spectator or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to the following:

13. That at all time the driver will maintain and be in control of the vehicle.
14. That at all times the participant will abide to all WHS laws, Regulations, Practices and Codes while being on ORRS's premises
15. That at all times the participant will refrain from all and any violent conducts and acts including the use of offensive language while being on ORRS's premises.
16. That at all time the participant will abide to all lawful directions given to him/her by ORRS and their owners, trustees, representatives, volunteers, directors, employees, independent contractors, promoters, owners and lessees of premises, inspectors, other participants, officers, agents, advertisers, representatives, servants and successors at all times while being a participant.
17. That the participant give full and express consent to ORRS to record and photograph you while being a participant and that you agree to allow any recording, photographing, or filming of such to be used by any *legitimate purpose* by ORRS or its promoters, organisers, employees and sponsors.
18. That ORRS's activities will operate in most weather conditions and that in some extreme weathers ORRS may reschedule the booking and that a refund will not be issued.
19. That in the event of any mechanical breakdown, ORRS reserve the right to reschedule the booking for another vacant and suitable day and that a refund will not be issued.
20. That the participant agree, acknowledge and accept that ORRS's precinct and premises are drugs and liquor free. No liquor or drugs are to be taken in or used on ORRS's precinct and within its land boundaries.
21. That ORRS has the full and exclusive right to exclude and remove any participant on its premises and within its land boundaries if the participant showed signs of intoxications.

Participant's Full Name: .....Participant's Signature: .....

Witnessed By: ..... Witness Signature: .....



22. That you must give 14 days' Notice to change your session date. A rescheduling fees of \$55.00 applies for each participant and subject to availability.
23. No change allowed within 48 hours prior to the session date and time.
24. That the driver can transfer drive to another driver at no extra charges.
25. That ORRS will not refund any participants for not showing of on the session day.
26. That ORRS reserve all rights to change session times, dates and pricing without further notice to the participant. However, ORRS will ensure that participant/driver is rescheduled in for another vacant and suitable date.
27. That ORRS's precincts are neither air conditioned nor heated at Sydney, Melbourne and Adelaide.
28. That a driver must have a maximum weight of 130 Kg and a maximum height of 201 cm. This may be checked on site.
29. That a driver must not be pregnant.
30. That a driver maybe subject to drug and liquor testing on site before being allowed to drive.
31. That driver must attend WHS briefing on site before being permitted to drive and must abide by these direction given.
32. That a driver who arrives late or does not attend the WHS briefing will not be allowed to drive or participate and a refund will not be issued.
33. That a driver must wear closed shoes prior to commencement of any driving on site.
34. That ORRS will refund drivers who disclose any medical condition or allergies or disease to ORRS 7 days prior to the session date and conditional on the drivers providing detailed medical certificate. In the event that the medical condition or injury occurs within 14 days of your booked session date ORRS reserve the right not to refund you but you are welcome to transfer your drive to another driver.
35. In the event of a vehicle accident, drivers agree to pay the initial repairing costs of \$1,500.00 to ORRS to repair the vehicle and match it to its undamaged equivalent and that payment is required on the day and before leaving the ORRS's premises.
36. That any driver involved in vehicle accidents will sign the 'Accident Damage Form' after been asked to do so before leaving ORRS's premise.
37. That the participant acknowledge and accept that he/she has participated in with any of ORRS's activities voluntarily and absolutely at his/her own free will bearing in mind the nature and high risks involved.
38. That ORRS has the full and exclusive right to exclude and remove any participant on its premises and within its land boundaries if any of the terms and conditions are not complied with.
39. That the participant must acquire express and written consent (the declaration at the end of this agreement) from a guardian or a parent if he/she are a Minor under the age of 18 years old before participating and getting involved with any of the ORRS's activities.
40. That participant declares and accepts this agreement to be binding on his/her next of kin, heirs, representatives, agents, executors and administrators in the event of incapacitation or death and subject to the full extent permitted by the laws of the Commonwealth.
41. That by signing and entering into this agreement, the participant declares and accepts that no verbal or oral statements or representations were made by ORRS other than those which are set herein in this agreement and that this agreement supersede all prior agreements, arrangements and understandings if any.
42. In the event of any provision of this agreement is declared to be illegal or unenforceable, the provision is then severed and that the whole remainder of the agreement and its subject matter continue to be enforceable to the full extent permitted by the law.
43. That no clauses, terms or provisions in this agreement purport to restrict, exclude or modify the application of the Contract Review Act 1980 (NSW) and that non to be interrupted as such.
44. That the participant acknowledges and accepts that this agreement is governed by The NSW jurisdiction and that all and any litigations regarding this agreement be brought solely within the exclusive jurisdiction of NSW's courts.

Participant's Full Name: ..... Participant's Signature: .....

Witnessed By: ..... Witness Signature: .....



**Declaration:**

I .....(Participant) Of (Address).....

.....

Phone Number:..... Phone Number:.....

Date of Birth: ..... Email Address: .....

Confirm that I have attained the age of 18 years old and I have read, understood accepted this agreement and all its contents including the warning on first page, prior to participating in any of ORRS’s events or activities and that I am aware that by signing this agreement I am waiving, discharging, and releasing unconditionally certain legal rights including the right to sue ORRS or third parties.

Participant’s Signature: .....

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**Under 18 years old, please fill below:**

I ..... Of ..... the parent / guardian

Of the ‘Minor’ ..... who was born on (DOB) .....

And who resides at (address) .....

Have read, understood and accepted this agreement and all its contents and that I have explained all of it to the ‘Minor’ in simple English to the Minor mentioned above. I hereby sign and execute this agreement on behalf of the “Minor” and permit him/her to attend and or participate in ORRS’s activities at his/her own risk.

Date: .....

Full Name (guardian/parent): ..... Signature: .....

Guardian’s/Parent’s identification document: ..... no: .....

State of issue: .....

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**Participant’s identification document:**

Date: .....

Document Type:..... no :.....

State of issue:.....

Participants Full Name:.....

Participant’s Signature: .....

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Participant’s Full Name: ..... Participant’s Signature: .....

Witnessed By: ..... Witness Signature: .....