

# PORSCHE

## DEED POLL

### RELEASE AND INDEMNITY – PORSCHE TARGA HIGH COUNTRY TOUR 2018

#### Recitals:

- A.** Porsche Cars Australia Pty Ltd (**PCA**) has invited the Participant to take part as a driver and/or passenger in a vehicle (**Vehicle**) during the 2018 'Targa High Country Tour' on closed roads with speed restrictions around Victoria and at Winton Motor raceway in Winton, Victoria at high speed (**Activity**).
- B.** In consideration of PCA allowing the Participant to undertake the Activity, the Participant has agreed to enter into this Deed.

#### This Deed witnesses:

I agree that the Recitals form part of this agreement and that:

<p><b><u>I MUST NOT PARTICIPATE IN THE ACTIVITY IF I:</u></b></p> <ul style="list-style-type: none"><li>• DO NOT HAVE A CURRENT VALID AUSTRALIAN DRIVER'S LICENCE OR A CURRENT VALID OVERSEAS DRIVER'S LICENCE RECOGNISED BY AUSTRALIAN STATES &amp; TERRITORIES.</li><li>• DO NOT HOLD A MINIMUM OF CURRENT AND VALID CONFEDERATION OF AUSTRALIAN MOTOR SPORT (<b>CAMS</b>) LEVEL 2 NON-SPEED LICENCE.</li><li>• FAIL TO PROVIDE <u>AND</u> WEAR A CAMS COMPLIANT LEVEL A AUSTRALIAN STANDARD 1698 HELMET FOR ON-TRACK ACTIVITIES. DO NOT WEAR NON-FLAMMABLE CLOTHING THAT FULLY COVERS FLESH FROM ANKLES UP TO AND INCLUDING THE NECK AND WRISTS.</li></ul>	<p><b><u>I AM NOT AFFECTED BY, AND MUST NOT PARTICIPATE IN THE ACTIVITY IF I AM AFFECTED BY:</u></b></p> <ul style="list-style-type: none"><li>• RECENT STROKE</li><li>• SURGERY OR ILLNESS</li><li>• HEART OR RESPIRATORY CONDITIONS, OR CARDIAC DISEASE</li><li>• NECK OR BACK PAIN, AILMENTS OR WEAKNESS</li><li>• BROKEN BONES OR JOINT OR LIMB AILMENTS</li><li>• HIGH BLOOD PRESSURE OR ANEURYSMS</li><li>• THE INFLUENCE OF DRUGS OR ALCOHOL I (BLOOD ALCOHOL CONTENT OF 0.00%)</li><li>• DIABETES (ON INSULIN THERAPY)</li><li>• EPILEPSY</li><li>• PRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT MY PARTICIPATION IN THE ACTIVITY</li><li>• ANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL CONDITION THAT PREVENTS SAFE PARTICIPATION, INCLUDING PREGNANCY,</li></ul> <p>UNLESS I PROVIDE WRITTEN CLEARANCE TO PARTICIPATE FROM MY PHYSICIAN.</p>
<p><b>Participant and Dates:</b></p>	<p>Participant: is the person that is giving this release and indemnity to the Organisers and is called "I", "me" or "my" in this agreement.</p> <p>Date: 8 November 2018 to 12 November 2018.</p>
<p><b>Locations or Venues:</b></p>	<p>Closed Roads with speed restrictions around Victoria and the race track at Winton Motor raceway (<b>Venue</b>) in Winton, Victoria.</p>

<b>Organisers:</b>	<p>Porsche Cars Australia Pty Ltd (ACN 004 327 048) (<b>PCA</b>), Targa Australia Pty Ltd, The Benalla Auto Club Inc. and all other persons involved in the conduct, promotion and organisation of the Activity, including officials, marshals, rescue, medical staff, the drivers and passengers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel, and assigns).</p> <p>"Organisers" also includes suppliers of infrastructure and other equipment used to enable the event and the Activity to take place, as well as sponsors of the event and the Activity.</p>
<b>Risks of the Activity:</b>	<p><b>The risks of the Activity include (but are not limited to):</b></p> <ul style="list-style-type: none"> <li>- Collision of the Vehicle with other fixed or moving objects</li> <li>- The Vehicle or parts of it colliding with other vehicles, persons or property</li> <li>- Negligence of the driver of a Vehicle or passengers in the vehicle or others, including persons in other vehicles</li> <li>- Vehicle mechanical failure or fire</li> <li>- Failure of safety equipment</li> <li>- Defect at the Venue, including dangerously positioned debris or equipment or failure or unsuitability of facilities at the Venue (including grand-stands, fences and guard rails)</li> <li>- Changing weather conditions</li> <li>- Negligence of Organisers, including failure to protect you from risks and hazards of the Activity</li> <li>- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by any persons, including those attending any venue or participating in the Activity.</li> </ul> <p><b>By participating in the Activity you are at risk of suffering:</b></p> <ul style="list-style-type: none"> <li>- Neck, Back or other Serious injury or death</li> <li>- Brain damage</li> <li>- Heart attack</li> <li>- Broken bones or joint or limb injury</li> <li>- Blackout or fainting</li> <li>- Burns, cuts and abrasions</li> <li>- Feelings of claustrophobia</li> <li>- Damage to your clothes and personal equipment</li> </ul>

**IF YOU DO NOT WISH TO TAKE THE RISKS OF THE ACTIVITY, THEN DO NOT PARTICIPATE IN THE ACTIVITY.**

I agree that this agreement (**Activity Release and Indemnity**) is an enforceable contract between me, PCA and the other Organisers (in addition to any other contract between me, PCA and any other Organisers). I am giving this Activity Release and Indemnity and entering into the agreement in consideration of PCA and the other Organisers allowing me to participate in the Activity. To the maximum extent permitted by law, I agree that:

1. I have read and understood each of the Risks of the Activity described above. I also understand that participating in the Activity has inherent and obvious risks in addition to those described in the Risks of the Activity.
2. The Activity involves the Organisers also providing me a recreational service that:
  - (a) is a leisure time pursuit;
  - (b) involves a significant degree of physical exertion or physical risk; and
  - (c) is undertaken for the purpose of recreation, enjoyment or leisure.
3. I accept all of the Risks of the Activity and all inherent and obvious risks from participating in the Activity. I voluntarily and solely

assume all of the risks involved in the Activity and my participation in it, whether or not described in this agreement.

4. I acknowledge that participation in the Activity may cause me personal injury, death, harm or property damage as a result of which I may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss. I agree that I am responsible for any of these losses if they are caused or contributed to by me.
5. I release and indemnify PCA and the Organisers for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that I may suffer or incur that I have caused or contributed to.
6. I am responsible for any damage or injury I cause to anybody else, and any damage I cause to my property or to someone else's property.
7. PCA and the other Organisers are not liable to me, my dependants or legal representatives if I cause or contribute to:
  - (a) death, personal injury, harm or disease to me or anybody else with me; or
  - (b) damage to, destruction, theft or unauthorised delivery of my or someone else's property or equipment.

And in respect of all of the subject matter of each of (a) and (b), I release and indemnify PCA and the Organisers from any liability or claim (including any that arise from statute, equity, common law, negligence and contract), which I do or might, or which anybody with me does or might have or in the future might or would have against PCA or the other Organisers.

8. I agree to indemnify PCA and the other Organisers in respect of any liability or claim made against PCA or the other Organisers as a consequence of, in relation to, or in any way arising out of my participation in the Activity if I am at fault.
9. By participating in the Activity, I further agree that:
  - (a) PCA and the other Organisers reserve the right to require that I produce proof of being 18 years of age, without which they may refuse to allow me to participate in the Activity;
  - (b) I will immediately comply with all directions issued by PCA and the other Organisers, including taking part in any briefing prior to participation in the Activity and wearing any required safety equipment covered on the first page;
  - (c) I satisfy the medical requirements and/or physical attributes described in this agreement;
  - (d) PCA and the other Organisers can refuse to allow me to participate in the Activity if PCA or the other Organisers determine in their absolute discretion that I am mentally or physically unfit to safely participate in any aspect of the Activity;
  - (e) notwithstanding any conditions set out herein, PCA and the other Organisers can refuse to allow me to participate or to continue to participate in the Activity for any reason whatsoever in their absolute discretion;
  - (f) I consent to PCA and the other Organisers using my name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting PCA and the other Organisers' events and products;
  - (g) PCA and the other Organisers do not make any warranty that the Activity (or any services connected with the Activity) will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. I acknowledge that, to the extent that any warranty is implied by law, it is excluded to the full extent permitted by law.

10. I acknowledge that each indemnity, release and exclusion of liability in this agreement is for the benefit of PCA and each of the other Organisers and held on trust by PCA for each of the other Organisers so that each of the Organisers may enforce those provisions against me. I also acknowledge that PCA may enforce each indemnity, release and exclusion of liability in this agreement against me on behalf of any of the other Organisers on the basis that PCA can act as their agent or trustee.
11. Vehicle, third party and personal insurance is my sole responsibility.

12. This Agreement does not exclude, restrict or modify any terms, conditions or warranties implied by any law (including the Australian Consumer Law) if to do so would be contrary to that law. Should a clause in this Agreement be held to be void or unenforceable, the remaining clauses of the Agreement shall remain in force.

**WARNING – FOREGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010**

Under the *Australian Consumer Law* (which is part of the *Competition and Consumer Act 2010 (Commonwealth)*), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of PCA and the other Organisers for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual);
- the contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by a person that is caused by the reckless conduct of PCA and the other Organisers.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Supplier/Organisers under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Name:	
Address:	
Driver's Licence #:	
DOB:	Email address:
Emergency contact:	Contact phone:

**PARTICIPANT:** I declare that I have read and understood this agreement and agree to its contents including the assumption of risk, the provision of the indemnities and the exclusion of liability.

**EXECUTED AS A DEED: SIGNED, SEALED & DELIVERED BY THE PARTICIPANT:**

Participant signature:	Date:
Witness signature:	Witness name: