

ANNEXURE A - ACTIVITY WAIVER AND RELEASE

PARTICIPANT WARNING

YOU MUST NOT PARTICIPATE IN THE ACTIVITY IF YOU:

ARE UNDER 18 YEARS OF AGE

HAVE BEEN DRINKING ALCHOL OR TAKING ILLICIT DRUGS

HAVE A HISTORY OF:

- RECENT STROKE OR RELATED SURGERY OR ILLNESS
- HEART OR RESPIRATORY CONDITIONS, OR CARDIAC DISEASE
- NECK OR BACK PAIN, AILMENTS OR WEAKNESS
- BROKEN BONES OR JOINT OR LIMB AILMENTS
- HIGH BLOOD PRESSURE OR ANEURYSMS
- CLAUSTROPHOBIA
- PRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT SAFE PARTICIPATION
- ANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL OR MENTAL CONDITION THAT PREVENTS SAFE PARTICIPATION

PARTICIPATION DETAILS - FORMULA 1 LOUIS VUITTON AUSTRALIAN GRAND PRIX 2025 DRIVE EXPERIENCE

ACTIVITY DETAILS	
Event:	FORMULA 1 LOUIS VUITTON AUSTRALIAN GRAND PRIX 2025
Activity:	The Participant will drive or be driven around the Albert Park Grand Prix Circuit. The Participant will be wearing safety equipment provided by the Suppliers.
Date:	Wednesday, 12 March 2025
Venue:	Albert Park Grand Prix Circuit, Melbourne, Victoria
Suppliers:	Australian Grand Prix Corporation (AGPC), the Crown in the right of the State of Victoria, the Minister administering the <i>Australian Grands Prix Act 1994</i> (Vic), the Minister administering the <i>Crown Land (Reserves) Act 1978</i> (Vic), Fédération Internationale de l'Automobile, Formula One Marketing Limited, Formula One Management Limited, Formula One World Championship Limited, Formula Motorsport Limited, Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited (UK), Formula One Licensing B.V., Formula One Research, Engineering and Development Limited,

	<p>Formula One Digital Media Limited, Motor Sport Australia Pty Ltd, Allsport Management S.A., Parks Victoria, the State Sport Centres Trust, V8 Supercars Australia Pty Ltd, Integrated Event Delivery Management Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Activity and the Event, including teams, service companies, national and international officials, suppliers, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, sponsors, rescue, medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel, and assigns).</p> <p>"Suppliers" 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>
Governing law	Victoria and the Commonwealth
PARTICIPANT DETAILS AND CONSENT TO RECEIVE INFORMATION ELECTRONICALLY	
Name:	
Phone number:	
Email address:	
Date of birth:	
EMERGENCY CONTACT DETAILS	
Name:	
Phone number:	
Relationship:	

**WAIVER AND INDEMNITY FORM – FORMULA 1 LOUIS VUITTON AUSTRALIAN GRAND
PRIX 2025
DRIVE EXPERIENCE**

1. BACKGROUND

I, the Participant, wish to be involved in the Activity at the Event, have had the opportunity to elect not to participate in the Activity and are voluntarily entering into this Waiver and Indemnity Form.

2. DECLARATION

I declare that I am physically able to participate in the Activity at the Event.

Specifically, I am not affected by:

- a) drugs or alcohol and do not have a blood alcohol content (**BAC**) of above zero (0.00);
- b) recent stroke or related surgery or illness;
- c) heart or respiratory conditions, or cardiac disease;
- d) neck or back pain, ailments or weakness;
- e) broken bones or joint or limb ailments;
- f) high blood pressure or aneurysms;
- g) prescription medication that may adversely affect safe participation in the Activity; or
- h) any other pre-existing medical or physical condition that prevents safe participation.

3. AGREEMENT

I confirm that AGPC and/or the other Suppliers have provided me with information, safety guidelines and safety equipment in relation to the Activity at the Event.

I agree that I will comply with AGPC's policies and procedures relating to my safety and the Activity at the Event.

I agree that if I do not comply with the rules specified by AGPC and the other Suppliers, in their absolute discretion, I may be denied participation in the Activity. Such decision will be final and not subject to discussion or review.

4. ACKNOWLEDGEMENTS

I acknowledge and warrant that:

- a) the Activity may be dangerous;
- b) there are a variety of inherent risks involved in participating in the Activity, including but not limited to physical or mental injury or death;
- c) participation in the Activity may cause me personal injury, death or property damage, as a result of which I may suffer loss of income (salary or wages, etc.) and other forms of financial, economic or indirect or consequential loss;
- d) I understand the effect of this Waiver and Indemnity, which is to limit the liability of AGPC and the other Suppliers;
- e) AGPC and the other Suppliers can refuse to allow me to participate in the Activity if AGPC or the other Suppliers determine in their absolute discretion that I, as the participant, am mentally or physically unfit to safely participate in any aspect of the Activity at any time;
- f) I will immediately comply with all directions issued by AGPC and the other Suppliers, including taking part in any briefing prior to participation in the Activity and wearing any required safety equipment;
- g) I consent to AGPC and the other Suppliers 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 AGPC and the other Suppliers' events, and products;
- h) I consent to AGPC sending me electronic communications regarding the Activity, the Event and futures events; and
- i) I have entered into this Waiver and Indemnity fully and voluntarily upon my own information and investigation and am participating in the Activity at my own risk.

AGPC has relied, and relies, on the above acknowledgements.

5. WARNING – WAIVER, LIMITATION OF LIABILITY AND INDEMNITY

WARNING: If you attend the Event and participate in the Activity, your right to sue the Suppliers under the **Australian Consumer Law and Fair Trading Act 2012** if you are injured or killed because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this Agreement.

NOTE: The change to your rights, as set out in this Agreement, do not apply if the your injury or death is due to gross negligence on the Suppliers' 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 the Fair Trading Regulations 2022 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

* The 'Activity' referred to in this WARNING are a reference to Recreational Activities. This exclusion of liability for Recreational Activities is further described in clauses 2) to 5) of this Agreement. Clauses 6) to 9) also contain a limitation of liability and indemnity in relation to Non-Recreational Activities. Recreational Activities and Non-Recreational Activities are defined in clause 1).

- 1) For the purposes of clauses 2) to 9):
- a. **'Recreational Activities'** means participating in any of the following at the Event —
 - i. the Activity (as defined above);
 - ii. a sporting activity or a similar leisure-time pursuit; or
 - iii. any other activity that—
 - 1. involves a significant degree of physical exertion or physical risk; and
 - 2. is undertaken for the purposes of recreation, enjoyment or leisure; and
 - b. **'Non-Recreational Activities'** means participating in any activity which is not a Recreational Activity whilst attending the Event.

WARNING, WAIVER AND LIMITATION OF LIABILITY: RECREATIONAL ACTIVITIES

- 2) **WARNING: PARTICIPATION IN RECREATIONAL ACTIVITIES AT THE VENUE DURING THE EVENT MAY BE DANGEROUS AND ACCIDENTS CAN HAPPEN. PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION THAT LIMITS YOUR AND THE PARTICIPANT'S RIGHTS IN RELATION TO PARTICIPATING IN THE RECREATIONAL ACTIVITIES.**
- 3) I acknowledge and agree that:
- a. I undertake the Recreational Activities at my own risk;
 - b. nothing in this Agreement is intended to limit or exclude liability arising from:
 - i. death or personal injury caused by the gross negligence (as defined in the textbox above) of the Suppliers; or
 - ii. fraud or fraudulent misrepresentation, criminal acts or breach of statutory duties by the Suppliers; and
 - c. to the maximum extent permitted by law including the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and except for liability in clause 3)a, the Suppliers exclude their liability to me for in the event of death or any personal injury that I may suffer however arising in relation to the Recreational Activities.
- 4) I agree, acknowledge and understand the following:
- a. participation in Recreational Activities is for my own enjoyment and leisure and is entirely recreational;
 - b. there is inherent risk in participating in the Recreational Activities;
 - c. I have been warned that there is a risk of personal injury arising from or in connection with my participation in the Recreational Activities. The risk of personal injury extends to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury) including but not limited to friction burns, whiplash, abrasions, bruising, damage to teeth, muscular injury, motion sickness, splinters, loss of consciousness, and fractures to bones together with soft tissue injuries generally; and
 - d. the risk of personal injury that I may suffer in relation to participation in the Recreational Activities may arise from or be connected to:
 - i. contact or collision of a motor vehicle while partaking in the Activity;
 - ii. contact or collision with another participant;
 - iii. the movement of a motor vehicle;
 - iv. weather conditions;
 - v. slipping and tripping on floor surfaces;
 - vi. the acts and/or omissions (including negligent ones) of other participants at the Activity;
 - vii. incorrect use of any equipment;
 - viii. failure to follow instructions in relation to participation in the Recreational Activities; or
 - ix. the unforeseen failure or malfunction of equipment.
- 5) I should consider the participation in the Activity in a responsible manner and with good judgment, particularly if I have a health or medical condition, or have other physical limitations. If I have any medical conditions, I am responsible for assessing whether I can participate. I must seek medical advice if uncertain.

LIMITATION OF LIABILITY AND INDEMNITY: NON-RECREATIONAL ACTIVITIES

- 6) I agree and acknowledge that:
- a. participating in the Non-Recreational Activities is for my own enjoyment;
 - b. there is an inherent risk in participating in the Non-Recreational Activities. The Non-Recreational Activities take place outdoors, so conditions may vary (including access, seating, protection from weather, terrain and available facilities). Some areas at the Non-Recreational Activities are exposed to direct sunlight, heat, high winds and extreme wet weather conditions;
 - c. I have been advised to take appropriate care for my wellbeing at the Event, including hydration and sun protection;
 - d. the risk of a personal injury in participating in the Activity may arise from or be connected to:
 - i. contact or collision with debris or any other motorsport racing incident;
 - ii. weather conditions; or
 - iii. any acts or omissions (including negligent ones) of other participants at the Event; and
 - e. I am responsible for the safety and security of my personal property during the Event.
- 7) The Suppliers acknowledge that nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy (including a right to indemnify), or the imposition of any liability, implied or conferred under any law including the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (except where the law permits such obligations to be excluded, limited or modified) ('**Non-Excludable Obligations**').
- 8) Except for the Non-Excludable Obligations and without limiting clause 3)b3), the parties agree and acknowledge that the Suppliers exclude liability for:
- a. loss or damage arising from the risks accepted by me under clause 6) from participating in the Non-Recreational Activities (except to the extent the Suppliers caused or contributed to such loss or damage); and
 - b. any indirect or consequential loss or damage, including loss of opportunity, loss of profit, loss of goodwill or other indirect or remote loss direct or indirect loss or damage I may suffer arising from or in connection with my attendance at the Event.
- 9) The parties agree and acknowledge that I will indemnify the Suppliers for any loss or damage that the Suppliers may suffer as a result of my breach of this Agreement, except to the extent the Suppliers caused or contributed to such loss or damage.

6. RELEASE

I agree to release AGPC and the other Suppliers from all direct and indirect liability for any loss or damage arising out of or in connection with my participation in the Activity, to the extent permitted by law.

I acknowledge and agree that:

- a) I am solely responsible for any death, injury, loss or damage I cause to myself or anyone else and any damage to my property and anyone else's property; and
- b) I will indemnify AGPC and the other Suppliers in respect of all actions, suits, claims, demands, costs and other liabilities arising from or incidental to such death, injury, loss or damage, including for indirect or consequential loss.

7. INDEMNITY

- a) I agree to indemnify AGPC, the other Suppliers and its employees against all expense, claims, losses, damages and costs (including all legal costs whether incurred or awarded against AGPC) that it may sustain as a result, whether directly or indirectly, of my negligence, wilful misconduct or failure to abide by the safety guidelines or any other direction by AGPC or the other Suppliers during the Activity at the Event.
- b) I also agree to indemnify, to the extent permitted by law, AGPC, the other Suppliers and its employees against all expenses, claims, losses, damages and costs (including all legal costs whether incurred or awarded against AGPC) that it may sustain as a result, whether directly or indirectly, of its own negligence, of my Activity at the Event.
- c) I acknowledge and agree that each exclusion, release, waiver and indemnity provided in this Waiver and Indemnity form is for the benefit of AGPC and each of the other Suppliers and held on trust by AGPC for each of the other Suppliers so that each of the Suppliers may enforce those terms and conditions against me.
- d) I also acknowledge and agree that AGPC may enforce each exclusion, release, waiver and indemnity against me on behalf of any of the other Suppliers on the basis that AGPC is their agent or trustee.

FOR THE PARTICIPANT

I agree and acknowledge that I have read and understood the terms and conditions of the Agreement and that I am hereby contracting with the Suppliers in accordance with those terms and conditions voluntarily and at my own free will.

SIGNED by the Participant

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|----------------------------------|-----------------------------|
|) |) |
|) (Signature of the Participant) |) (Name of the Participant) |
| | |
|) | |
|) (Date) | |