

PORSCHE

DEED POLL RELEASE AND INDEMNITY

This deed poll is made:

By:	Participant: <input type="checkbox"/> Observer: <input type="checkbox"/>	
	Name: _____ (Participant or Observer)	
	Address: _____	
	Driver's Licence #:	DOB:
	Contact phone:	Email address:
	Emergency contact name:	Emergency contact phone:

In favour of: Each Organiser (as defined below)

Recitals:

- A.** Porsche Cars Australia Pty Ltd ACN 004 327 048 (PCA) has agreed to provide the Participant a training program in a Porsche vehicle in your possession (**Vehicle**) at high speed, or the Observer an opportunity to observe the training, at the Location specified in the table below (**Activity**).
- B.** In consideration of PCA allowing the Participant and/or Observer to undertake the Activity, the Participant and/or Observer has agreed to provide this deed poll in favour of each of the Organisers.

This Deed witnesses:

I agree to the terms set out in the table below.

<p><u>I MUST NOT PARTICIPATE IN THE ACTIVITY UNLESS I:</u></p> <ul style="list-style-type: none">HAVE A CURRENT VALID AUSTRALIAN DRIVER'S LICENCE OR A CURRENT VALID OVERSEAS DRIVER'S LICENCE RECOGNISED BY AUSTRALIAN STATES & TERRITORIES.PROVIDE <u>AND</u> WEAR AND/OR USE AT A MINIMUM FULLY ENCLOSED FLAT SOLED SHOES DURING THE ACTIVITY.WEAR A MOTORSPORT AUSTRALIA COMPLIANT HELMET.WEAR NONFLAMMABLE CLOTHING THAT FULLY COVERS FLESH FROM ANKLES UP TO AND INCLUDING	<p><u>I AM NOT AFFECTED BY, AND MUST NOT PARTICIPATE IN THE ACTIVITY IF I AM AFFECTED BY:</u></p> <ul style="list-style-type: none">RECENT STROKESURGERY OR ILLNESSHEART OR RESPIRATORY CONDITIONS, OR CARDIAC DISEASENECK OR BACK PAIN, AILMENTS OR WEAKNESSBROKEN BONES OR JOINT OR LIMB AILMENTSHIGH BLOOD PRESSURE OR ANEURYSMSTHE INFLUENCE OF ILLICIT DRUGS OR ALCOHOL (BLOOD ALCOHOL CONTENT OF 0.00% IS MANDATORY)DIABETES (ON INSULIN THERAPY)EPILEPSYPRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT MY PARTICIPATION IN THE ACTIVITYANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL CONDITION THAT
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THE NECK AND WRISTS.	PREVENTS SAFE PARTICIPATION, INCLUDING PREGNANCY, UNLESS I PROVIDE WRITTEN CLEARANCE TO PARTICPATE FROM MY PHYSICIAN.
COVID-19	<p>I must not participate in the Activity if I:</p> <ul style="list-style-type: none"> - have COVID-19 or have had COVID-19 in the last 14 days; - am feeling unwell, have a fever, sore throat or other cold/flu like symptoms; cough, shortness of breath, fatigue, aches and pain, headaches, runny or stuffy nose, loss of sense of smell or taste and diarrhoea; or - in the last 14 days, have been in close contact with someone showing any of the above symptoms and/or diagnosed with COVID-19; or - have been in a COVID-19 hotspot (as shown on the South Australian Government's website available at https://www.covid-19.sa.gov.au/restrictions-and-responsibilities/travel-restrictions#sa); or - have recently travelled overseas within the past 14 days; or - have been recommended to self-isolate or quarantine by health professionals. <p>Important Notice: If you are in a high-risk category due to your age group or a chronic condition (including a compromised immune system), the Federal Government's Guidelines recommend that you avoid contact with others as one of the best defences against coronavirus. If you are in a high-risk category, we kindly request that you consider if it is appropriate for you to participate in this event.</p>
The following words have the following meanings:	
Claim	Any action, suit, proceedings, claim, demand or cause of action however arising, including but not limited to negligence, but does not include a claim under any insurance policy by any person expressly entitled to make a claim under that insurance policy.
Participant, Observer and Dates:	<p>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 June 2021.</p>
Location/Venue:	The Bend Motorsport Park, Tailem Bend, South Australia.
Loss:	<p>Each of the following:</p> <ul style="list-style-type: none"> - any Claim for compensation; - any injury, damage, loss or liability; - any loss of income (salary, wages, etc), financial loss or other forms of economic loss; - any cost (including legal costs on a solicitor and client basis), charge, expense, outgoing, payment or other expenditure of any nature.
Organisers:	<p>Porsche Cars Australia Pty Ltd (ACN 004 327 048) (PCA), Peregrine Corporation Pty Ltd (being the Venue owner) and each of their respective directors, officers, employees, agents, contractors and affiliated companies and their respective personnel, and assigns and all other persons involved in the conduct, promotion and organisation of the Activity, including:</p> <ul style="list-style-type: none"> - officials, marshals, rescue, medical staff, the drivers and passengers; - suppliers of infrastructure and other equipment used to enable the event and the Activity to take place; and - sponsors of the Activity.

Risks of the Activity:	<p>The Activity is inherently dangerous and there is significant risk of injury, disability or death. The risks of the Activity include (but are not limited to):</p> <ul style="list-style-type: none"> - The Vehicle or parts of it colliding with other vehicles, persons or with other fixed or moving objects - Other participants, including persons in other vehicles, acting negligently, dangerously or with lack of skill - Equipment malfunction, Vehicle mechanical failure or fire - Failure of safety equipment - Defects 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) - Effects of weather or surrounding conditions - Negligence of Organisers, including failure to protect you from risks and hazards of the Activity - 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. <p>By participating in the Activity you are at risk of suffering:</p> <ul style="list-style-type: none"> - Neck, back or other serious injury - Brain damage - Heart attack - Broken bones or joint or limb injury - Blackout or fainting - Burns, cuts and abrasions - Feelings of claustrophobia - Physical and mental injury, pain and suffering, emotional distress, trauma, illness, death - Damage to your clothes and personal equipment and property, including but not limited to, the vehicle
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IF YOU DO NOT WISH TO TAKE THE RISKS OF THE ACTIVITY, THEN DO NOT PARTICIPATE IN THE ACTIVITY.

I agree that this deed poll is an enforceable contract between me, PCA and the other Organisers (in addition to any other contract between me, PCA and any other Organisers) under which I give up substantial rights (**Activity Release and Indemnity**). I am giving this Activity Release and Indemnity 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:

Acknowledgement and Assumption of Risks and Liabilities

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 fully and voluntarily 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 deed poll and acknowledge and agree that my participation in the Activity:
 - (a) is solely at my own risk;

- (b) may cause me personal injury (physical or mental), death, harm or property damage as a result of which I may suffer substantial Losses.
4. I acknowledge and agree that I am solely responsible and liable for:
- (a) any Losses I suffer or incur in relation to, arising out of or in connection with my participation in the Activity without being able to make a Claim against or seek any recovery from PCA or any of the other Organisers to the extent such Losses are caused or contributed to by me; and
 - (b) any Losses I cause to anybody else, including any Organiser, and any damage I cause to anybody else's property, including any Organiser's property, and any damage I cause to my own property, including but not limited to the Vehicle.

Exclusion of Liability, Release and Indemnity

5. I irrevocably and unconditionally release and forever discharge (for myself and anyone acting on my behalf) PCA and all other Organisers from all Losses including, without limitation, all Claims for negligent acts or omissions that I (or anyone acting on my behalf) may have against them for any personal injuries, including my death, any injury to me or the injury or death of anybody else with me, and any damages to, destruction of, theft of my or someone else's property or equipment, including but not limited to the Vehicle, directly or indirectly caused by or arising out of or in connection with:
- (a) my participation in the Activity, but only to extent such Losses are caused or contributed to by me;
 - (b) any breach by me of the terms of this Activity Release and Indemnity or the Terms and Conditions of my participation in the Activity; or
 - (c) any warranties or representations I give being untrue or inaccurate in any way,
- whether or not such Loss was also caused or contributed to by the negligence or other fault of PCA or any other Organiser **(Released Matters)**.
6. I acknowledge and agree, that neither PCA nor any other Organiser is liable to me (or anyone acting on my behalf) for any of the Released Matters.
7. I indemnify, defend and hold harmless PCA and each other Organiser from all Losses, third party claims, demands and liabilities which PCA or any other Organiser may suffer as a result of, arising out of or in connection with any of the Released Matters.
8. Vehicle, third party and personal insurance is my sole responsibility.
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.

Governing law and jurisdiction

10. This deed poll is governed by the laws in force in Victoria and any disputes arising out of or in connection with this deed poll will be brought before and be subject to the non-exclusive jurisdiction of the responsible court in Victoria.

WARNING – FORGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)

1. PCA and the other Organisers acknowledge that each indemnity and exclusion of liability in this agreement is subject to any law which forbids that indemnity or exclusion of liability, including under the Australian Consumer Law (which is set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (**ACL**)). PCA and the other Organisers agree that each provision in this Activity Release and Indemnity is amended to the extent that any right under the ACL cannot be excluded.
2. Under the ACL, several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL (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 to the extent permitted by section 139A of the Competition and Consumer Act 2010 (Cth). In particular, such exclusion is limited to liability for:
 - (a) death, physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
 - (b) the contraction, aggravation or acceleration of a disease of an individual; or
 - (c) 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 community or that may result in harm or disadvantage to the individual or the community.
3. This exclusion does not apply to significant personal injury suffered by a person that is caused by the reckless conduct of PCA or any of the other Organisers (i.e. if PCA or any of the other Organisers is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification).

WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services 1), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of services).

Excluding, Restricting or Modifying Your Rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable to you or the third party consumer suffer personal injury 2.

Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of PCA and the Organisers for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is –

(a) excluded.

~~(b) restricted as set out below:~~

~~[specify the nature of the restriction]~~

~~(c) modified as set out below: [specify the nature of the modification]~~

~~[specify the nature of the modification]~~

*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

Definitions

1 **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 **Personal injury** is bodily injury and includes mental and nervous shock and death.

EXECUTED AS A DEED POLL

I declare that I have read and understood this deed poll and agree to its contents, including the assumption of risk, the provision of the releases and indemnity and the exclusion of liability. I acknowledge and understand that I am giving up substantial rights by agreeing to the terms and conditions of this deed poll and confirm that, prior to signing below, I have read and understood the terms and conditions of this deed poll and their legal implications and consequences.

SIGNED, SEALED & DELIVERED BY THE PARTICIPANT/OBSERVER IN THE PRESENCE OF:

Participant/Observer signature:	Date:
Witness signature:	Witness name: