



## CONSENT, RELEASE, INDEMNITY and WAIVER OzHPV Incorporated Events

**Event:**

**Entrant Name:**

**"Event/s"** referred to in this document is any event conducted by OzHPV Incorporated..

**1** I am a participant or attendee in this OzHPV Incorporated Event and have read and understood the rules of the Event and will abide by such rules at all times.

**2** It is understood the Event may involve participating in a competition or record attempt to test or appraise my human powered vehicle entered against others on a closed circuit designated by OzHPV Incorporated. Such competition will be between two or more human powered vehicles running simultaneously on the same course or individually and where the determining factor is the highest number of laps covered in a given time or the highest speed achieved over a given distance.

**3** I understand that any form of racing or speed record attempts may be dangerous and accidents causing harm can and do happen from time to time and may happen to me.

**4** In exchange for being able to attend or participate in this Event, I declare, acknowledge and agree -

4.1 that I am physically fit and have sufficiently trained for the Event/s for which I am entered;

4.2 to release, exempt and indemnify OzHPV Incorporated, promoters, sponsor organisations, land owners and lessees, organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for death, personal injury, psychological trauma, loss or damage (including property damage) (collectively known as "Harm") howsoever arising from participation in and/or attendance at the Event, except to the extent prohibited by law;

4.3 that OzHPV Incorporated and the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;

4.4 that OzHPV Incorporated cannot and do not warrant that participant's vehicles are safe for use, this is ultimately the vehicle builder/owner/rider's responsibility.

4.5 that OzHPV Incorporated's inspection of participating vehicles is to ensure compliance with the Event rules and any applicable technical rules for consistency and fairness to all past, present and future record attempts. It is ultimately the Entrant's own responsibility to ensure their vehicle is fit for purpose for the Event or Record Attempt being undertaken;

4.6 I attend and/or participate at the Event at my own risk;

4.7 that I will follow any directions given by any Event officials regarding the conduct of the Event and any competitions or racing that are part of the Event;

4.8 the risks associated with attending or participating in the Event include the risk that harm may be suffered as a result of -

4.8.1. human powered vehicles (or parts or them) colliding with other human powered vehicles, persons or property;

4.8.2. acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event;

4.8.3. failure or unsuitability of facilities (including grandstands, fences and guard rails) to ensure the safety of persons or property at the Event;

4.8.4. any form of racing or speed record attempts being dangerous and accidents causing harm can and do happen from time to time and may happen to me.

4.8.5. to abide by any directions given by the Event Director, Race Director, Chief Marshal, or any official Event Personnel including Track Marshals.

4.9 that if any action on my part is deemed by OzHPV Incorporated to be in breach of the rules of the Event Rules, penalties, including exclusion from further attendance at or participation in the Event, may be applied to myself at the sole discretion of OzHPV Incorporated

**5** I consent to the free use of my name and image in any broadcasts, telecasts, social media and the press as they pertain to the Event.

6 I have read and understood this document in full and agree to all points covered;

Print Name \_\_\_\_\_ Signed \_\_\_\_\_

Date: \_\_\_\_\_

For persons under the age of 18 years, the following Parent/Guardian/Caregiver consent must be completed

I, \_\_\_\_\_ am the Parent/Guardian/Caregiver of the above-named who is under 18 yrs of age.

(Name of Parent/Guardian/Caregiver)

I have read this document and understand its contents, including the exclusion of liability and assumption of risk and have explained the contents to the minor. I consent to the minor who signed above attending/participating in the OzHPV Incorporated Event at his/her own risk.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_