# RISK WARNING, DISCLAIMER AND INDEMNITY

**SIGNS (Victoria)**

Version – August 2019

**Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.**

## If you do not wish to be exposed to such risks, then you should not attend at or participate in Motor Sport Activities.

**WARNING:** If you participate in these activities your rights to sue the supplier under the **Competition and Consumer Act 2010** and/or the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured 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 or on this sign.

## In exchange for being able to attend or participate in the Motor Sport Activities, **you agree**:

* to **release** the Confederation of Australia Motor Sport Ltd (**CAMS**) and the **Entities\*** to the extent that any or all of them are providing Recreational Services from all liability for:
  1. your **death**;
  2. any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);

## the contraction, aggravation or acceleration of a **disease**;

* 1. 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**:

## that is or may be harmful or disadvantageous to you or the community; or

* + 1. that may result in harm or disadvantage to you or the community,

howsoever arising from your participation in or attendance at the Motor Sport Activities;

* to **indemnify and hold harmless and keep indemnified** CAMS and each of the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
* to attend at or participate in the Motor Sport Activities **at your own risk**.

NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to gross negligence or reckless conduct 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** . "Reckless Conduct" means conduct where the supplier of the recreational services 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. See section 139A of the Competition and Consumer Act 2010.

\*A full list of the Entities can be viewed at [http://www.cams.com.au/get-involved/events/disclaimers.](http://www.cams.com.au/get-involved/events/disclaimers)

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