

AVALON BURNOUT EVENTS: Entry form and Waiver (2022)

1. DRIVER DETAILS

ALL DRIVERS MUST BE OVER THE AGE OF 18 AND HOLD A VALID AASA LICENCE: <https://aasa.com.au/licences/>

Event Date: _____ / _____ / _____ Name (please print): _____

Date Of Birth: _____ / _____ / _____ Mobile: _____ - _____ - _____

Address: _____ Suburb: _____

State: _____ Post Code: _____

Email: _____ @ _____

Car type: _____ Number Plate: _____

Engine Type and cubic capacity: _____

2. TERMS AND CONDITIONS

I have read the and agree to the terms and conditions and disclaimer listed on pages 1 and 2 of this form.
Driver entry cancellations will incur an administration fee of \$50.00 - Cancellations 10 days prior to the event and after the event date are NON-REFUNDABLE

Name (please print): _____

Signature: _____ Date: _____

AASA licence number: _____ AASA licence expiry date: _____

3. COVID-19 CONDITIONS AND RESTRICTIONS

I agree to follow the Covid-19 conditions and restrictions put in place by the DHS, Avalon Burnouts and Avalon Raceway:

Name (please print): _____ Signature: _____

I confirm that I have received **BOTH** doses of the Covid-19 vaccine and can produce my 'Vaccine Certificate' to Avalon Burnout officials if requested:

Name (please print): _____ Signature: _____

DISCLAIMER EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK OWNERS, VOLUNTEERS AND DRIVERS DECLARATIONS. WARNING OF RISKS

I/We acknowledge and agree motorsport is dangerous and that accidents can and do happen. I/We also acknowledge and agree, as a condition of entry, that in exchange for being able to attend or participate in the event (including entering the event), I agree to release the Organiser, the sponsor organisations, the land owners and lessees, the organisers of the event and their respective servants, officials, representatives and agents from all liability for my death, or any personal injury, loss or damage to my property which may be sustained or incurred by me as a result of participation in or being present at the event. I/We acknowledge that I/We have thoroughly inspected the Track and The Venue and found it to be in safe condition for the activities I/We intend to undertake. By using the Venue I/We indicate my acceptance of the Track's condition for the activity(s) I/We will undertake. If an act or occurrence in which I am involved or observe reduces the safety of the venue I will immediately notify the Organiser and warn other track users of the danger and/or increased risk. Should any incident occur as a result of my failure to comply with the normal circuit rules or AVALON BURNOUTS Terms & Conditions or a direction given from an official whereby a successful claim is made under any insurance policy relating to the Track and an excess premium or deductible is charged by the insurer of the Track I/We will, if required, pay the excess or deductible under such insurance policy except to the extent that it is paid by a third party. I/We being the owners of the vehicle described in this entry form certify that the vehicle is roadworthy or meets or exceeds the events requirement and meets all safety requirements. I/We certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief. By submitting this entry form I/We declare that I/We have read, understand and agree to abide by all Terms and Conditions of Entry outlined on this entry form, this Disclaimer, and the Event Guide. I/We declare that I/We understand these warnings, and accept all the inherent risks and danger in the event and the activities surrounding the event.

Entry fee: \$100 Car Entry & Driver // Entrant to complete and sign entry form
BSB: 013.644 Account Number: 42396.2789 Account Name: AVALON BURNOUTS

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EVENT CONTRACT

1. PD & TM Drew Pty Ltd, trading as Avalon Burnouts a company organised under the laws of Australia, with Australian Business Number 49 131 524 902 (the "Organiser") is conducting Avalon Burnouts (the "Event").

2. The person or company identified as the company on page 1 (the "Company") wishes to participate in the Event and has applied to the Organiser for the right to undertake as part of an on track activity "Burnout Competition"

3. Upon acceptance of the entrant's application by the Organiser, a binding contract is made between the Organiser and the Company on the date of acceptance of the application on the terms and conditions set out below.

TERMS AND CONDITIONS

1. The Entrant requests that the Organiser licence the space specified in the official application form to the Entrant for the period of the Exhibition and the Organiser has agreed to grant such licence on the terms and conditions of this Exhibition Contract.

2. To have your Entrant Application considered and accepted, the Entrant must pay to the Organiser the total cost of participation as specified on page 1 of this document. If the total specified amount is not included with this completed Application form, your application will not be considered. Nor will this Application be considered unless the Entrant's Declaration (page 1) is signed. Once your application is accepted, the entrant shall not be entitled to a refund of any monies paid in respect of this Event Contract. If your application is declined, a full refund of any monies paid will be returned.

3. All drivers must be a minimum of 18 years of age and hold a current drivers licence. Learner's permits are not permitted. Entered vehicles must be road registered, unregistered vehicles at Organiser's discretion by application.

4. Once an Entry Form and payment are submitted, the following will apply: **Driver Entry cancellations will incur an administration fee of \$50.00, Cancellations 10 days prior to the event and after the event date are NON-REFUNDABLE.** Entry can be transferred to another Entrant/Driver, another event or to credit at Organiser's discretion. Entrants are permitted to change the entered vehicle at accreditation, but once through accreditation and safety check, the car cannot be changed. Entrants are permitted to drive other entered vehicles. Your vehicle, current drivers licence & registration papers must be presented at the Accreditation Office.

5. All vehicles will undergo a safety inspection. It is still the responsibility of the owner of the vehicle to ensure that the vehicle is adequately prepared for the event. This includes but is not limited to steering, brakes, "especially pads and fluid" and brake lights, battery clamps and all other safety equipment fitted including seat belts windows all shall be in excellent working order.

6. All Entrants also need to be aware that as a requirement of the Western Australia registration Act; any Western Australian Registered Vehicle is required to obtain an extension of 3rd party insurance for the duration of the event. For unregistered vehicles entered or failure to obtain the extension for WA Registered Vehicles will result in the driver being personally responsible for all costs associated with injuries sustained by their passengers in the event of an accident.

7. Avalon Burnouts is an alcohol free event. The only acceptable blood alcohol reading for entrants at Avalon Burnouts is 0.00. Random breath testing will take place throughout the event. Entrants are required to wear helmets, enclosed footwear and non-flammable clothing with full coverage from ankle to wrist to neck. All Entrants/Participants are required to follow all Staff and/or Official's directions promptly and to full compliance.

8. All Entrants/Drivers/Vehicles are accepted at the discretion of the Organiser. The Organiser has the right to terminate my participation in the event at any stage for whatever reason he and/or she sees fit.

9. By entering this event you agree that we may use photographs or video footage taken of yourself or your vehicle during the event for publicity purposes including production, commercials or for future Avalon Burnouts events. Any damages caused (wilfully or unwillingly) to any property belonging to anyone including but not limited to, race track walls, safety barriers, fences & signage in the

event of an accident, must be paid for. The vehicle/vehicles in question, and/or any prizes/prize money will be retained as collateral until full payment is made. Entrants are responsible for their actions.

10. Any antisocial or violent behaviour by anyone inside the venue will not be tolerated; this will result in you being evicted from the venue and reported to the police if necessary with no refunds. By submitting this entry form, you acknowledge and agree to all Avalon Burnouts Terms and Conditions of Entry.

11. If the Entrant wishes to cancel its participation in the Exhibition or reduce the size of its allocated space, written notice must be given in writing to the Organiser. In the event of such cancellation or reduction in size, the Organiser is entitled to a withdrawal fee equal to the amount of all monies paid. The withdrawal fee is a genuine pre-estimate of costs, loss and damage incurred by the Organiser as a result of the Entrant's withdrawal. Payment to the Organiser from the Entrant for any allocated space that has been reduced in size cannot be offset against future payments.

12. The Entrant must use the Entrant's space only for the display of vehicles. The vehicle and display material must be contained within the Entrant's space. No Company, products, goods or services will be advertised, promoted or sold from the entrant's allocated space without the prior consent of the Organiser.

13. The Entrant must comply with all requirements and procedures described or referred to in the Acceptance Notification issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition or the performance of this Exhibition Contract.

14. If the Entrant proposes to use Promotional Models during the Exhibition, prior consent of the Organiser is required. A Model release Form must be completed by each model.

15. The Entrant must not damage the floor of the Exhibition venue that is occupied by the Entrant, or any walls of the Exhibition venue that adjoin the Entrant's space.

16. The Entrant must comply with all laws applicable to the holding of the Exhibition, including all rules and regulations stipulated by the Exhibition venue and any other regulatory body that exercises control over the Exhibition.

17. The Entrant must keep clean and tidy the space allocated to the Entrant to the satisfaction of the Organiser.

18. No lottery, raffle, guessing game, game of chance or side-show shall be conducted by the Entrant in its allocated space without the prior consent of the Organiser.

19. The Entrant must not make use of any microphone, sound amplification or musical instrument without the prior consent of the Organiser.

20. No electrical work may be undertaken by or on behalf of an Entrant without the prior consent of the Organiser, which consent will only be granted on the basis that the work is performed by a qualified electrical contractor approved by the Organiser.

21. The Organiser may, in its absolute discretion, refuse an Entrant application, cancel an Exhibition Contract, relocate an Entrant's allotted area or amend the Exhibition floor plan at any time, in the interests of maximising the success of the Exhibition.

22. The Organiser may, in its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to visitors or change the venue of the Exhibition.

23. The Organiser may require the Entrant to remove or stop any display or demonstration which, in the opinion of the Organiser, is creating a disturbance to the Exhibition or is unlawful.

24. The Organiser does not warrant or guarantee and specifically excludes any liability to the Entrant in relation to: a. any difference between the estimated and actual number of visitors to the Exhibition; b. any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition; c. timeliness or quality of services, or failure or deficiency in the provision of services, that are the responsibility of the Exhibition venue and its appointed contractors; d. cancellation, postponement, part time opening or relocation of the Exhibition; e. cancellation, postponement, part time opening or relocation of any conference, seminar

or speaker program that is scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program; f. any event or circumstances outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this Exhibition Contract.

25. The Organiser: a. excludes all terms implied by law to the extent permitted by law; b. excludes liability for injury to or death of any person, damage to any Entrant property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the Entrant; and c. limits its aggregate liability to an amount that does not exceed the total amount payable by the Entrant under this Exhibition Contract, in respect of the Organiser's liability under or in relation to this Exhibition Contract, the Entrant's participation in the Exhibition, the performance of this Exhibition Contract or any activity contemplated by this Exhibition Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.

26. The Entrant indemnifies the Organiser against all claims, damages, losses and costs that the Organiser may in any way be subject to as a result of any loss or injury arising to any person, including other Entrants, members of the public, Exhibition staff, agents and contractors howsoever caused arising out of any act or default of the Entrant (including its officers, employees and agents) in connection with its participation in the Exhibition.

27. The Organiser will not be liable to the Entrant for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, epidemic, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all monies paid by the Entrant.

28. If the Entrant wishes to display any material above 2.4 metres, the Entrant must submit design plans to the Organiser for approval at least 30 days prior to the commencement of the Exhibition.

29. All products and equipment to be exhibited must be insured by the Entrant and the Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to such products and equipment.

30. The Entrant agrees that none of the rights and benefits granted to it by the Organiser shall be capable of assignment and that it will not without the written consent of the Organiser allow any other person or company to occupy any part of the space taken by the Entrant pursuant to this Exhibition Contract.

31. The Organiser may, at any time, assign or otherwise deal with any of its rights under this Exhibition Contract by giving written notice to the Entrant.

32. The Entrant consents, under all relevant privacy legislation, to the disclosure of all Entrant contact information to contractors that are appointed by the Organiser to assist with the organisation of the Exhibition, and the use of the Entrant contact information by the Organiser for the purpose of informing you of other products, services and events that are promoted by the Organiser and its related bodies corporate. If you would like to gain access to the information the Organiser holds about you, or if you do not wish the information to be used in this way, please contact the Organiser's privacy officer at avalonburnouts@gmail.com

33. This Exhibition Contract is governed by the laws applicable in Victoria, Australia and both the Entrant and the Organiser submit to the exclusive jurisdiction of the courts of Victoria, Australia.

34. Waiver of a breach of this Exhibition Contract or of any rights created by or arising by virtue of a default under this Exhibition Contract must be in writing and signed by the party granting the waiver.

35. Variation of any term of the Exhibition Contract must be in writing and signed by the parties.

36. All warranties and indemnities survive termination of this Exhibition Contract.

37. No statement or representation about the Exhibition or otherwise concerning the subject matter of this Exhibition Contract may be relied upon by the Entrant unless expressly set out in these terms and conditions.