



MotoGP™ GURU BY GRYFYN AUSTRALIAN MOTORCYCLE GRAND PRIX 2023

HOMECOMING RIDE – REGISTRATION FORM AGREEMENT TO ASSUME RISK, WAIVER, RELEASE AND INDEMNITY

WARNING

YOU MUST NOT PARTICIPATE IN THE HOMECOMING RIDE (ACTIVITY) AS A RIDER IF YOU:

- DO NOT HAVE A CURRENT VALID AND UNRESTRICTED MOTORCYCLE LICENCE HELD IN ANY AUSTRALIAN STATE OR TERRITORY OR CURRENT VALID OVERSEAS DRIVER'S LICENCE RECOGNISED BY AUSTRALIAN STATES AND TERRITORIES (RIDERS ONLY, PILLION PASSENGERS DO NOT REQUIRE A LICENCE)
- ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL (BLOOD ALCOHOL CONTENT MUST BE 0.00%)
- ARE A PILLION PASSENGER UNDER 8 YEARS OF AGE
- DO NOT WEAR AN APPROVED HELMET, AS PROVIDED BY YOU

YOU MUST NOT PARTICIPATE IN THE ACTIVITY AS A PILLION PASSENGER IF YOU:

- ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL (BLOOD ALCOHOL CONTENT MUST BE 0.00%);
- ARE A PILLION PASSENGER UNDER 8 YEARS OF AGE;
- DO NOT WEAR AN APPROVED HELMET, AS PROVIDED BY YOU; OR

ARE WEARING ANY CLOTHING THAT DOES NOT MEET GENERALLY ACCEPTED MORAL AND ETHICAL STANDARDS, AND WHICH DISPLAYS ANY POLITICAL, RELIGIOUS, RACIAL OR GANG-RELATED NAMES, LOGOS, SLOGANS, DESCRIPTION OR DEPICTIONS, OR ANY NUDITY, PROFANITY OR THIRD-PARTY ADVERTISEMENTS.

IF YOU DO NOT COMPLY WITH THE ABOVE, THE AUSTRALIAN GRAND PRIX CORPORATION (AGPC) RESERVES THE RIGHT TO PROHIBIT YOU FROM PARTICIPATING IN THE ACTIVITY.

YOU MUST NOT PARTICIPATE IN THE ACTIVITY IF YOU ARE AFFECTED BY:

- RECENT STROKE;
- 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;
- EPILEPSY;
- DIABETES (ON INSULIN THERAPY);
- PRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT SAFE PARTICIPATION; OR
- ANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL OR MENTAL CONDITION THAT PREVENTS SAFE PARTICIPATION.

RISKS OF THE ACTIVITY

The risks of the Activity include (but are not limited to):

- Collision of the motorcycle with other motorcycles, motor vehicles or other fixed or moving objects;
- Negligence of the rider of the motorcycle or passengers on the motorcycle or others involved in the Activity, including on other motorcycles;
- Negligence of drivers of vehicles on public roads and locations;
- Motorcycle mechanical failure or fire;



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- Failure of safety equipment;
- Defect at the Phillip Island Grand Prix Circuit (**Venue**), including dangerously positioned debris or equipment or failure or unsuitability of facilities at the Venue (including grand-stands, fences, guard rails and defects in the maintenance of public roads and locations);
- Changing weather conditions;
- Negligence of Suppliers (defined below), including failure to protect you from risks and hazards of the Activity; and
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by any persons, including those attending any location or Venue or participating in the Activity.

By participating in the Activity, you are at risk of suffering (but not limited to):

- Serious injury or death;
- Brain damage;
- Heart attack;
- Broken bones or joint or limb injury;
- Blackout or fainting;
- Burns, cuts and abrasions; or
- Damage to your clothes and personal equipment.

IF YOU DO NOT WISH TO BE EXPOSED TO THESE OR ANY OTHER POTENTIAL RISKS, THEN YOU SHOULD NOT PARTICIPATE IN THE ACTIVITY, AND ARE FREE TO ELECT NOT TO PARTICIPATE IN THE ACTIVITY.

ACTIVITY DETAILS

Event:	MOTOGP™ GURU BY GRYFYN AUSTRALIAN MOTORCYCLE GRAND PRIX 2023
Activity:	<p>Homecoming Ride 2023</p> <p>The rider and rider's pillion passenger (if applicable) (Participant) will ride their own supplied Motorcycle or be a pillion passenger on a Motorcycle from San Remo to the Phillip Island Grand Prix Circuit and finish with a lap around the circuit, at controlled speeds.</p> <p>As the Activity is conducted primarily on public roads, Participants are subject to Victorian Road Rules and directions issued by Victoria Police.</p>
Date:	Wednesday 18 October 2023
Locations or Venues:	Public roads between San Remo and the Phillip Island Grand Prix Circuit and the Phillip Island Grand Prix Circuit.
Suppliers:	Australian Grand Prix Corporation (AGPC), the Crown in 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), Dorna Sports S.L., Fédération Internationale de Motocyclisme, Dorna Worldwide S.L., International Events Services S.L., Extempo S.L, Fontetes Motor S.L., Promomedia S.L.U., International Road Racing Team Association, Promoter Les Comes Special Events S.L., Motorcycling Australia Limited, Motorcycling Victoria, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Activity and the Event.



EFFECT AND PURPOSE OF THIS WAIVER, RELEASE AND INDEMNITY

1. I acknowledge and agree that:
 - a. this Agreement to Assume Risk, Waiver, Release and Indemnity (**Agreement**) is an enforceable contract between me, AGPC and the other Suppliers (in addition to any other contract between me, AGPC and any other Suppliers);
 - b. I am entering into the Agreement in consideration of AGPC and the other Suppliers allowing me to participate in the Activity;
 - c. my participation in the Activity is subject to the terms and conditions contained in the Agreement; and
 - d. the laws of the state of Victoria and the Commonwealth apply to this Agreement.
2. I acknowledge that the purpose of the Agreement is to ensure that I am aware of and properly understand the risks involved in and associated with the Activity and to limit the liability of AGPC, the Suppliers and their directors, officers, servants and agents in respect of any death, injury, loss or damage suffered by me or any other participant in the Activity in the way set out in the Agreement.
3. I acknowledge and agree that when I participate in the Activity:
 - a. I am not affected by:
 - i. recent stroke;
 - ii. surgery or illness;
 - iii. heart or respiratory conditions, or cardiac disease;
 - iv. neck or back pain, ailments or weakness;
 - v. broken bones or joint or limb ailments;
 - vi. high blood pressure or aneurysms;
 - vii. epilepsy;
 - viii. diabetes (on insulin therapy);
 - ix. prescription medication that may adversely affect safe participation in the Activity; or
 - x. any other pre-existing medical or physical condition that prevents safe participation;
 - b. I am not under the influence of drugs or alcohol;
 - c. I do not have a blood alcohol content (BAC) above zero (0.00);
 - d. I will wear an approved helmet; and
 - e. will not wear any clothing that does not meet generally accepted moral and ethical standards and must not display any political, religious, racial or gang-related names, logos, slogans, descriptions or depictions, or any nudity, profanity or third-party advertisements.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

4. Participation in the Activity involves risks, including but not limited to:
 - a. vehicles or parts of them colliding with other vehicles, persons or property;
 - b. fire;
 - c. the failure or unsuitability of facilities or equipment at the Venue (including grand-stands, fences and guard rails) to ensure your safety;
 - d. a defect in the Venue including dangerously positioned debris or equipment;
 - e. other participants in the Activity acting dangerously, recklessly or with lack of care or skill;
 - f. acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Venue or participating in the Activity;
 - g. negligence of Suppliers, including failure to protect you from risks and hazards of the Activity;
 - h. high levels of noise exposure;
 - i. pollution;
 - j. changing weather conditions;
 - k. the following injuries, conditions or trauma, including an aggravation, acceleration or recurrence of the same:
 - i. brain damage
 - ii. heart attack or stroke;
 - iii. neck, back or spinal injury;
 - iv. broken bones or injuries to joints or limbs;
 - v. blackout or fainting;
 - vi. burns, cuts or abrasions;
 - vii. claustrophobia; or
 - viii. any other mental or physical injuries or conditions;
 - l. death; and/or
 - m. damage to your clothes or personal property or equipment.



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5. I acknowledge and agree that:
 - a. the Activity may be dangerous;
 - b. the Activity may involve the particular risks identified above and other inherent or obvious risks and hazards;
 - c. I am participating in the Activity at my own risk; and
 - d. 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.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

6. To the fullest extent permitted by law, you release and indemnify AGPC and the other Suppliers from any loss or claim you may suffer arising from or in connection with their participation in the Activity.
7. AGPC and the other Suppliers acknowledge that each release or exclusion of liability in this Agreement is subject to any law which forbids that release or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010 (Cth)* (**ACL**) and the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* (**VACL**)). AGPC and the other Suppliers agree that each release or exclusion of liability in this Agreement is amended to the extent that any right under the ACL and/or VACL cannot be excluded.
8. Provisions of the ACL and VACL imply into contracts for the supply of certain goods and services, warranties that services will be rendered with due care and skill and that goods supplied will be reasonably fit for purpose. Those provisions do not apply to this Agreement (to the extent that they can be excluded) insofar as they relate to liability for death, personal or mental injury, a disease or something that is harmful or disadvantageous to an individual or the community. In particular:
 - a. the application of sections 60 and 61 of the ACL and the provisions of the VACL are excluded and all rights under the relevant provisions are excluded and all liability of the Suppliers are excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by the relevant provisions in relation to the supply of recreational services under this Agreement to the extent the exclusion, restriction and modifications is limited to liability for death or personal injury; and
 - b. you acknowledge that the Activity constitutes a recreational service within the meaning of section 139A of the ACL and section 22 of the VACL as the Activity is:
 - i. a sporting event or similar leisure time pursuit; and/or
 - ii. other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC):

9. You agree that your rights to sue the Suppliers under the Australian Consumer Law and Fair Trading Act 2012 (Vic) are excluded, restricted or modified in the way set out in these Conditions, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
10. Under the ACL, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Suppliers are required to ensure that the recreational services it supplies to you:
 - i. are rendered with due care and skill;
 - ii. are reasonably fit for any purpose which you, either expressly or by implication, make known to the Suppliers; and
 - iii. might reasonably be expected to achieve a result you have made known to the Suppliers, **(Guarantees)**.
11. In accordance with section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, the exclusions of these statutory guarantees is brought to your attention by this Agreement, and the Suppliers are entitled to ask you to agree that these statutory guarantees do not apply to you. If you acknowledge by signing this Agreement, you will be agreeing that your rights to sue the Suppliers and other parties under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this Agreement.



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12. **Note:** The changes to the rights as set out in the Agreement, does not apply if your death or injury is due to gross negligence on AGPC's and/or 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 Fair Trading Regulations 2022 (Vic)* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.
13. No warranties, implied or express, have been made to you that the Activity will be provided with due care and skill or that any materials provided in connection with the Activity will be fit and proper for the purpose of which they are supplied.

WAIVER, RELEASE AND INDEMNITY

14. 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.
15. 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.
16. 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, willful 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.
17. 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, during the Activity at the Event.
18. 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.
19. 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.

OTHER ACKNOWLEDGMENTS

20. I acknowledge and agree that:
 - a. AGPC and other Suppliers reserve the right to require that I produce proof 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 AGPC and the other Suppliers, including taking part in any briefing prior to participation in the Activity and wearing any required safety equipment;
 - c. 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 or the participant am/is mentally or physically unfit to safely participate in any aspect of the Activity;
 - d. notwithstanding any conditions set out herein, AGPC and the other Suppliers can refuse to allow me to participate or to continue to participate in the Activity for any reason whatsoever in their absolute discretion;
 - e. 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;
 - f. the Agreement shall be governed by the laws of Victoria; and
 - g. if any part of provision of the Agreement is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.