****

**ACTIVITY RELEASE AND INDEMNITY**

**Sailing**

|  |
| --- |
| 1. **DO NOT PARTICIPATE IN THE ACTIVITY IF YOU ARE AFFECTED BY:**

RECENT STROKE, SURGERY 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 DRUGS OR ALCOHOL (BLOOD ALCOHOL CONTENT OF 0.00%)PRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT SAFE PARTICIPATIONANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL CONDITION THAT PREVENTS SAFE PARTICIPATION |
| **Participant:**(the person who is giving this release and indemnity waiver to Organisers and is called "I", "me" or "my" in this document) | *Name:* |
| *Address:* |
| *Phone:*  | *Email address:* |
| *Emergency contact:*  | *Contact phone:* |
| **Activity and Date:**  | The Participant will be [insert age ]*Date:* 20March 2016 |
| **Venue:**  | The Albert Park Lake at Albert Park, Victoria  |
| **Organisers:** | Australian Grand Prix Corporation (**AGPC**), the Crown in the right of the State of Victoria, the Minister administering the *Australian Grands Prix Act 1994* (Vic), the Minister administering the *Crown Land (Reserves) Act 1978* (Vic), Federation Internationale de l’Automobile, Formula One Marketing Limited, Formula One Management Limited, Formula One World Championship Limited, Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited (UK), Formula One Licensing B.V., Confederation of Australian Motor Sport Ltd, Parks Victoria, the State Sport Centres Trust, APP Corporation Pty Limited and all other persons involved in the conduct, promotion and organisation of the Activity and the Australian Grand Prix (**Event**), including officials, marshals, rescue, medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel, and assigns). “Organisers” also includes suppliers of infrastructure and other equipment used to enable the event and the Activity to take place, as well as Contractors of the event and the Activity. |
| **Risks of the Activity:** | **The risks of the Activity include (but are not limited to):*** Collision of the **Vehicle** with other fixed or moving objects
* Vehicles or parts of them colliding with persons or property
* Negligence of the driver of the Vehicle
* Vehicle mechanical failure
* Failure of safety equipment
* Defect in the Venue including dangerously positioned debris or equipment or failure or unsuitability of facilities at the Venue (including grand-stands, fences and guard rails)
* Changing weather conditions
* Fall from heights
* Vehicle fire
* 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 persons attending the Venue or participating in the Activity

 **By By participating in the Activity you are at risk of suffering:** * Serious injury or death
* Brain damage
* Heart attack
* Neck or back injury
* Broken bones or joint or limb injury
* Blackout or fainting
* Burns, cuts and abrasions
* Damage to your clothes and personal equipment
 |

**If you do not wish to take the risks OF THE ACTIVITY, then do not participate in the ActivitY.**

**Release and indemnity terms**

I agree that this document (the Activity Release and Indemnity) is an enforceable contract between me, Australian Grand Prix Corporation (AGPC)and the other Organisers (in addition to any other contract between me, AGPC and any other Organisers). I am giving this Activity Release and Indemnity and entering into the document in consideration of AGPC and the other Organisers allowing me to participate in the Activity and making the Venue available. To the maximum extent permitted by law, I agree that:

1. I am not affected by:
	1. recent stroke, surgery or illness;
	2. heart or respiratory conditions, or cardiac disease;
	3. neck or back pain, ailments or weakness;
	4. broken bones or joint or limb ailments;
	5. high blood pressure or aneurysms;
	6. the influence of drugs or alcohol and I have blood alcohol content (BAC) of zero (0.00);
	7. prescription medication that may adversely affect safe participation in the Activity; or
	8. any other pre-existing medical or physical condition that prevents safe participation.
2. 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 Risk of the Activity.
3. I accept all of the Risks of the Activity and all inherent and obvious risks from participating in the Activity. I voluntarily assume all of the risks involved in the Activity and my participation in it, whether or not described in this document.
4. I acknowledge that 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, wages, etc), financial loss or other forms of economic loss. I agree that I am solely responsible for any of these losses without being able to make a claim or seek any recovery from AGPC or the other Organisers.
5. I release and indemnify AGPC and the other Organisers for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that I may suffer or incur.
6. I am responsible for any damage or injury I cause to anybody else, and any damage I cause to my property or to someone else's property.
7. AGPC and the other Organisers are not liable to me or to any person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty or any other liability or claim recognised at law):
	1. my death, injury to me or the injury or death of anybody else with me;
	2. damage to, destruction of, theft of or unauthorised delivery up of any of my property or equipment, whether authorised or not; or
	3. damage to, destruction of, theft of or delivery up of any of my clothing or other personal items;

And in respect of all of the subject matter of each of (a), (b) and (c), I release and indemnify AGPC and the other Organisers from any liability or claim, which I do or might, or which anybody with me does or might have or in the future might or would have against AGPC or the other Organisers.

1. I also agree to indemnify AGPC and the other Organisers in respect of any liability or claim made against AGPC or the other Organisers as a consequence of, in relation to, or in any way arising out of my participation in the Activity.
2. By participating in the Activity, I further agree that:
	1. I will immediately comply with all directions issued by AGPC and the other Organisers, including taking part in any briefing prior to participation in the Activity and wearing any required safety equipment;
	2. I satisfy the medical requirements and/or physical attributes described in this document;
	3. AGPC and the other Organisers can refuse to allow me to participate in the Activity if AGPC 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;
	4. Notwithstanding any conditions set out herein, AGPC 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;
	5. I consent to AGPC 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 AGPC and the other Organisers' events, and products;
	6. AGPC 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.

1. I acknowledge that each indemnity, release and exclusion of liability in this document is for the benefit of AGPC and each of the other Organisers and held on trust by AGPC for each of the other Organisers so that each of the Organisers may enforce those provisions against me. I also acknowledge that AGPC may enforce each indemnity, release and exclusion of liability in this document against me on behalf of any of the other Organisers on the basis that AGPC is their agent or trustee.
2. AGPC and the other Organisers acknowledge that each indemnity and exclusion of liability in this document is subject to any law which forbids that indemnity or exclusion of liability including the *Australian Consumer Law* (which is part of the *Competition and Consumer Act 2010 (Commonwealth)* and the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*. AGPC and the other Organisers agree that each indemnity and liability in this document is amended to the extent that any right under the *Australian Consumer Law* and the *Fair trading Act* cannot be excluded.

|  |  |
| --- | --- |
| **WARNING – FOREGOING RIGHTS UNDER THE *COMPETITION AND CONSUMER ACT 2010***Under the *Australian Consumer Law* (which is part of the *Competition and Consumer Act 2010 (Commonwealth)*), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of AGPC and the other Organisers for a failure to comply with any such guarantees, are excluded.However, such exclusion is limited to liability for:* death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
* contraction, aggravation or acceleration of a disease of an individual; or
* 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 the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of AGPC and the other Organisers. | **WARNING – FOREGOING RIGHTS UNDER THE *AUSTRALIAN CONSUMER LAW* AND *FAIR TRADING ACT 2012 (VIC)***Under the provisions of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*(**Vic FTA**) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier, being AGPC and the other Organisers, is required to ensure that the recreational services it supplies are: * rendered with due care and skill; and
* as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
* Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Vic FTA, a supplier is entitled to ask you to agree that these conditions do not apply. If you sign this form, you will be agreeing that your rights to sue the Organisers under the Vic FTA if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form (refer clauses to ).**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on a 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 (Vic)* and section 22(3)(b) of the Vic FTA. |

**Participant Declaration**

*I have read and understood this document and agree to its contents including the assumption of risk and exclusion of liability.*

|  |  |
| --- | --- |
| *Participant signature:*  | *Date:* |
| *Witness signature:*  | *Print name:* |