



MELBOURNE DRIFT TRIKES INC. SPECTATOR FORM

1. The Spectator in a Melbourne Drift Trike Inc. Event acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of Melbourne Drift Trikes and without notice to the Participant.

2. I declare, as a condition of entry into the Event, that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of Event Spectating.

3. Agreement Waiver and Indemnity

In consideration of acceptance of my entry into the Event, I, and on behalf of my heirs, executors and administrators agree with each of the Indemnified Parties (as defined herein) and declare that: I hereby waive release and discharge all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) for which I might have or which arises out of my death, injury, damage or loss of any description which I may suffer or sustain as the result of my spectating in the Event.

4. This waiver release and discharge shall operate jointly and severally in favour of Melbourne Drift Trikes Inc. and its related bodies corporate (**Indemnified Parties**), and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, Training Aid Australia, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event.

5. I agree to indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements whatsoever (including without limitation for negligence, breach of contract and/or breach of statute) arising out of or in relation to my Spectating in the Event. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases, waivers and indemnities in this document continue forever and bind my heirs, executors, personal representatives and assigns.

6. I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry to the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in spectating and notwithstanding any decision thereon made by the race committee and other persons corporations and bodies involved engaged in promoting or staging the Event. The decision to spectate is entirely my own and I accept all risks associated with spectating at the Event, including but not limited to loss of life and/or any injury including without limitation any permanent injury.

7. I agree to abide by all Event terms and conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event officials and the police.

8. I agree and accept that Melbourne Drift Trikes Inc. may, in its absolute discretion, at any time and from time to time vary the rules and regulations of the Event and without prior notice to me.

9. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical Officials in the event of any injury accident or illness to me during spectating at the Event.

10. Melbourne Drift Trikes Inc. reserves the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of Melbourne Drift Trikes Inc.,

11. Melbourne Drift Trikes Inc. reserves the right to change or modify any part of the Event including the date, course and location at any time and from time to time. Details of any such changes will be published via the Event website, facebook page, Event e-newsletter and/or other means.

12. I acknowledge that Melbourne Drift Trikes Inc. or its representative may remove me from the Event area if in Melbourne Drift Trikes Inc., sole opinion it is necessary to do so (a) if my behaviour is inappropriate, offensive, or abusive, (b) to prevent damage to any property, (c) on medical or health and safety grounds (including to prevent possible harm or injury to myself and/or any other person), or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.

13. I consent to the publication and/or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, (including the publication of my name and, suburb and applicable age bracket in any publication and/or on the Event website) without payment or compensation.

14. I acknowledge that I will write an emergency contact name and phone number in the space provided and agree that Melbourne Drift Trikes Inc. may contact that person and exchange my personal information with them in case of an emergency.

EMERGENCY CONTACT: _____

15. Spectators may not follow competitors on foot, in vehicles or with any other mode of transportation.

16. I declare that all the information supplied by me on this entry form is true and correct.

17. I certify that I am 18 years or older, or that I am the parent/legal guardian of the Spectator who is under the age of 18 years, and I have read this document and fully understand it. As a parent or legal guardian, I agree to these terms and conditions for and on behalf of the Participant.

18. Indemnity in respect of persons under 18 years

In consideration of the Event agreeing at my request to accept the entry of a minor race spectator I agree for myself, the Spectator, their heirs, executors and administrators to indemnify and keep indemnified the Indemnified Parties against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgements which the Participant and/or I may have against the Indemnified Parties but for the terms of this agreement in respect of any death, injury, damage or loss sustained by the Spectator as the result of the Spectator's participation at the Event. I affirm that I have full authority on behalf of all living parents and/or guardians to sign this Indemnity AND that this indemnity may be pleaded as a bar to any action claim demand suit or legal proceedings.

19. Cancellation

Melbourne Drift Trikes Inc. reserves the right to cancel the Event at any time if Melbourne Drift Trikes Inc. considers in its sole discretion this is required due to any sort of dangerous conditions and/or

force majeure. In the event of cancellation, the cancelled Event may not necessarily be re-scheduled. A decision will be made ASAP on race day and broadcast Via Facebook and via the Melbourne Drift Trikes Inc. website.

Spectator Signature: _____

Spectator Name: _____

Parent/Guardian if under 18 years

Parent/Guardian: _____

Parent/Guardian Name: _____