

## **DISCLAIMER EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK**

### **RALLY SERVICE CREW DISCLAIMER**

#### **For Service Crew**

I/We being a member of/the service crew certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

In exchange for being able to attend or participate in the event, I/we agree:

- To release Confederation of Australian Motor Sport Ltd ("**CAMS**") and Australian Motor Sport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("**harm**") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law:
- That CAMS and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied: and
- To attend or participate in the event at my own risk.
- That Service crew members must be over the age of 15 years. Where a person under 18 years is part of a service crew they require parental/ guardian consent and that crew member/s must be under adult supervision at all times.

I/We acknowledge that:

- The risks associated with attending of participating in the event include the risk that I may suffer harm as a result of:
  - Motor vehicles (or parts of them) colliding with other motor vehicles, persons or property:
  - Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
  - The failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.
- Motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.
- The route/service crew instructions should not be relied upon exclusively in estimating the degree of severity of any hazard which might be encountered, or the manner in which any section of the road is driven, whether shown in the route instructions or not, and that I/we have been advised to exercise caution in following these route/service crew instructions.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by CAMS and the Associated Entities.

I/we acknowledge that my/our personal information will be processed in accordance with the CAMS privacy policy which is available from the [www.cams.com.au](http://www.cams.com.au) and where I/we suffer from any injury, sickness or death during the Event, I/we consent to the release by health services of my/our personal health information to an authorised representative of CAMS or the Event who may use it in the preparation and release within and outside Australia of accident or incident information and reports to interested parties for the purposes of accident investigation, accident prevention and safety activities, news services including broadcast services, or for the purposes of processing insurance claims.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

