

**WAIVER FOR MINORS UNDER 18 YEARS OF AGE**  
**DEED POLL**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT IS VERY IMPORTANT THAT YOU READ IT CAREFULLY AND THAT YOU ARE SATISFIED THAT YOU UNDERSTAND ALL OF IT BEFORE YOU SIGN. WE ENCOURAGE YOU TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.**

In conjunction with **THE BEND MOTORSPORT PARK PTY LTD ACN 609 932 685** ("**The Bend**") allowing the minor to participate in the Activity, I (on my own behalf and in my capacity as parent/guardian of the minor) make this deed poll in favour of, and for the benefit of, the Indemnitees (as defined in clause 6 below) jointly and severally and understand, acknowledge and agree:

1. (**motor sport can be dangerous**) Participation in motor sport, whether as a driver, passenger or spectator, under the conditions created for the Activity, can be dangerous. I accept, in my capacity as parent/guardian of the minor and on behalf of the minor, the venue of the Activity as it stands with all or any defects hidden or exposed.
2. (**injury, death, loss of property**) The minor's participation in the Activity carries with it the potential for personal injury to the minor and/or others, and also for loss or damage to the minor's property and the property of others. Accidents causing harm can and do occur and may happen to the minor.
3. (**own choice**) The minor is attending the Activity out of his/her own choice, with the consent of relevant parents/guardians and for his/her personal enjoyment. I acknowledge that the minor has an obligation to themselves and to others to act safely and within relevant rules and regulations.
4. (**follow directions**) During the minor's participation in the Activity and at all times while they are at the venue at which the Activity is conducted, the minor will follow the directions of any employee, contractor or agent of The Bend. I acknowledge that, subject to clause 5 below, such directions are given free of any warranty to the minor and that even if the minor does follow directions, accidents may happen.
5. (**Australian Consumer Law**) I acknowledge that in accordance with the Australian Consumer Law, any services provided by The Bend and its related entities (as that term is defined in the Corporations Act 2001 (Cth)) (if applicable) to a minor must meet certain guarantees ("**Statutory Guarantees**").

Nothing in this deed poll is intended to exclude the operation of the Statutory Guarantees which cannot be excluded at law.

6. (**release and indemnity**) To the maximum extent permitted by law and subject to clause 5 above, I, in my capacity as parent/guardian and on behalf of the minor, release, forever hold harmless and indemnify The Bend, Peregrine Corporation Pty Ltd ACN 101 751 400 ("**Land Owner**") and each of the related entities and associated entities (as those terms are defined in the Corporations Act 2001 (Cth)) of The Bend and the Land Owner ("**Associated Companies**") and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of The Bend, the Land Owner and the Associated Companies and any sponsors, promoters, or organisers of the Activity ("**Associated Entities**") from and against any claims, actions, suits, costs, legal fees, damages, judgements, orders and liabilities of whatever kind or nature, arising out of or in connection with the minor's participation in the Activity (whether occurring before, during or after the minor's actual participation in the Activity) except to the extent suffered as a result of a breach of the Statutory Guarantees (if applicable) by The Bend, the Land Owner, the Associated Companies and/or the Associated Entities (the "**Indemnitees**"). This release and indemnity covers all claims that I or anyone on my behalf is able to exclude, release liability or indemnify at law and, without limiting this, I agree that this deed poll will be binding on my heirs, next of kin, executors and administrators.
7. (**no existing medical conditions**) As at today, I am not aware of any existing condition or conditions (including without limitation any physical and/or mental or physical or mental illness or disease and/or pregnancy) that may be affected by the minor's preparation for and participation in the Activity. I acknowledge that it is my responsibility to inform the Indemnitees of such conditions and that the Indemnitees will continue to rely upon this deed poll as evidence of the minor's fitness and ability to participate. The minor's participation in the Activity even after my or the minor's disclosure of such conditions is at the minor's own risk.
8. (**damages to property**) I acknowledge that The Bend may require the minor to cease participation in the Activity if The Bend considers that the minor's participation in the Activity is likely to cause damage to The Bend Motorsport Park. I further acknowledge that no refund of any fees paid for the minor's participation in the Activity will be given in these circumstances.

If any act or omission by me or the minor, including without limitation the minor's participation in the Activity, results in any damage to The Bend Motorsport Park, without limiting clause 6 above, I agree to pay all costs to repair such damage. If The Bend or the Land Owner pays for any repair works to The Bend Motorsport Park caused by my or the minor's act or omission, I agree to reimburse it promptly upon notification of the amount of such repair works.

I, voluntarily and fully accept and assume, in my capacity as parent/guardian of the minor and on behalf of the minor, all of the known and unknown risks associated with the Activity and understand, agree and acknowledge that the exclusion of liability, release and assumption of risk in this deed poll expressly applies to these risks and all and any consequences of these risks.

A term of this deed poll will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

I intend this deed poll to be binding in accordance with its terms, notwithstanding any procedural irregularities including if my signature is not witnessed below, and delivered on the date set out below.

In this deed poll:

- a) "**Activity**" means the minor's participation in any activity or event held or situated at The Bend Motorsport Park or the minor's attendance at The Bend Motorsport Park (as applicable);
- b) "**minor**" means the person(s) under the age of 18 named at the end of this deed poll; and
- c) "**personal injury**" means bodily injury and includes mental and nervous shock and death.

**PLEASE MAKE SURE THAT YOU HAVE READ THIS DOCUMENT FULLY AND THAT YOU ARE SATISFIED THAT YOU UNDERSTAND ALL OF IT BEFORE YOU SIGN. WE ENCOURAGE YOU TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.**

Executed as a deed poll.

**FULL NAME:** ..... **SIGNATURE:** .....

**EMAIL ADDRESS:** ..... **DATE:** .....

**SIGNATURE OF WITNESS:** ..... **DATE:** .....

**NAME & ADDRESS OF WITNESS:** .....

Please tick here if you do not wish to receive marketing or promotional materials from The Bend Motorsport Park Pty Ltd. Personal information collected by The Bend Motorsport Park Pty Ltd is handled in accordance with its privacy policy available at [www.thebend.com.au](http://www.thebend.com.au). Please refer to the privacy policy for information about how your personal information is handled, your rights to seek access to and correct your personal information, how to complain about a breach of the Australian Privacy Principles and our Privacy Officer's contact details.