



ACKNOWLEDGMENT OF RISK STATEMENT
WAIVER, RELEASE AND INDEMNITY DOCUMENT

EVENT DATE:

EVENT LOCATION:

PARTICIPANT'S ACKNOWLEDGEMENT OF RISK STATEMENT INCLUDING WAIVER, RELEASE & INDEMNITY

The Correct completion of the Australian Formula Jetsprint Association Acknowledgement of Risk Statement is a vital part of our racing event documentation. It is important that all Participants entering Restricted Areas accept that there is a risk of injury or death by signing this document before being issued with credentials/passes.

Restricted Access include the entirety of the pits from the gate to the track, including the racing track, and surrounds.

This sheet must remain the responsibility of one Official, who must sight all entries made by each Participant in the appropriate columns and then complete the statement.

1. *Always use the right forms* – forms may change from time to time. Venue management should ensure that Official's are issued with the current version.
2. *Use a pen – all entries must be made in ink* - The Official must ensure that the Participants name is clearly printed. Where the detail is unsatisfactory, the Official should place a horizontal line across the complete line, initial the cancellation, and direct the Participant to use the next line.
3. *Keep the entire sheet in view* – While in use, it is important that the sheet is not folded in any way. Do not fold the form in half or lay it over the edge of the counter or table for convenience. The statement on the left side of the sheet should be in plain view of the Participant while the left columns are being completed. Copies of the statement should be available for people to consider before signing if they wish, or to keep as a record. The Officials should ask each Participant whether they have read and understood the statement before signing.
4. *Establish a regular point for credential issue/sign in* – Wherever possible, all forms should be signed at the same place at every event (breatho's). Do not pass the statement into vehicles for people to sign. Each signatory must clearly complete and sign the form in sight of the Official. At least one clearly visible sign stating the purpose of the procedures should be used.
5. *Used the trained officials at the signing place* – It's important that people know what they are signing.

Participants must be told that they are signing a **waiver, release and indemnity document**.

Officials overseeing completion of the statements should be able to answer basic questions on the content of this form, and the commitment people are making in signing it. Comments like "you have to sign this, or we can't issue you with a pass", or any effort to rush people through without giving them an opportunity to read the waiver, is not acceptable.

6. Take extra care with forms signed on behalf of minors – A minor is anyone under the age of eighteen (18) years. This waiver will need to be signed by a parent/guardian on behalf of a minor, and under no circumstances should a signature of a minor be accepted.
7. Store the complete Acknowledgement of Risk sheets carefully – As with most important documents, these forms should be kept for at least seven (7) years. The forms may be folded for storage but only with the statement and signature on the inside. The forms can be stored in an electronic format.
8. Ensure that their medical clearance has been received prior to signing.

Initials:

PARTICIPANT'S ACKNOWLEDGEMENT OF RISK STATEMENT

INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions, please ask a representative of the Association.

Event Location:

Event Date:

- 1. The Business:** The Australian Formula Jet Sprint Association (AFJSA) and Member Tracks organising events and activities as recognised by the AJFSA.
- 2. The Activity:** Principally Jet Sprint Racing, administrators, organisers & promoters of Jet Sprint racing and related, permitted activities.
- 3. The Risks of the Activity:** Risk of being hit by a boat, or hitting another boat, risk of being hit by debris from boats, or surface, risk of colliding with safety barriers/fencing or other fixed or moveable objects, risk of crashing due to the surface of the track and surrounds of the track, risk of being burnt or suffering physical or psychological injury, risk of crashing due to debris being on the track, risk of injury through acts of violence or other harmful acts committed by person attending or participating in the event, risk of slipping or falling, risk of any physical or psychological injury that is a result of participating in Jetsprint racing.
- 4. Medical Declaration:** I declare that I have obtained a Medical Clearance, following a physical examination by my doctor, to undertake participation in the Activity ("Medical Clearance") and after careful consideration I declare that I am not subject to any existing injury, medical condition or treatment that may render me unsuitable for participation in the Activity, or which may be negatively impacted by my participation in the Activity. I have provided a copy of my Medical Clearance to the AFJSA for this event.

5. Acknowledgements: I acknowledge that:

- a. I am the Participant being supplied with a recreational service by the Business
- b. The Activity is a dangerous recreational activity, which involves a significant risk of physical harm.
- c. I may be injured as a result of my participation in the Activity.
- d. My personal property may be lost, damaged or destroyed as a result of my participation in the Activity
- e. Other people may cause me injury or may damage my property in the course of my participation in the Activity.
- f. I may cause injury to myself or other persons or damage my property or the property of others in the course of my participation in the Activity.
- g. The natural conditions in which the Activity is conducted may vary without warning.
- h. My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- i. I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
- j. The Business relies on the information provided by me and I state that all such information is accurate and complete.
- k. I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- l. I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to participate in the Activity or in deciding to sign this document.

6. Risk Warning

- b. I acknowledge that I have been warned of the Risks of the Activity.
- c. I acknowledge that participation in the Activity may also involve other risks not noted in the Risks of the Activity listed in Section 3.
- d. The Business has placed signs around the site on which the Activity is to be performed warning of the risk of injury. I have read the signs and understand the warnings provided.
- e. The Business has provided me with warnings of the Risks associated with the Activity and the risks of physical or psychological harm in participating in the Activity.

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7. Assumption of Risk

Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity at my own risk.

8. Waiver, Release and Indemnity

- a. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death, personal injury, or property damage or loss from the Activity.
- b. I agree to release and hold harmless the Business its officers and directors, servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach or contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- c. I agree to indemnify and hold harmless the Business, its servants, officers and directors, employees and agents from all claims, damages, losses, injuries, legal costs and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

9. Miscellaneous

- a. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and or directions of the Business, I may be injured or injure someone else. Further I understand that I will not be permitted to continue the Activity and no refund will be given.
- b. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
- c. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

10. Membership: Any non-current member accepts that upon signing the waiver it is acknowledged that they become a temporary member for the date they have signed on and are bound by the rules of the Business.

Initials:

