



FIRST TIME

You never forget your first time.

FOUR WHEEL DRIVE • ADVANCED DRIVING • PERFORMANCE CAR

Indemnity Release Policy and General Safety Rules

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 BELOW.

APPENDIX A

EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK – INDIVIDUAL PARTICIPANT

- **(motor sport venue)** Participation in any motor sport, whether as a driver, passenger or spectator, under the conditions created for the Activity, can be dangerous. I accept the venue of the Activity as it stands with all or any defects hidden or exposed.
- **(own choice)** The undersigned, attending any Activity at the FIRST TIME 4WD training facility, does so at his/her own choice and at his/her own risk.
- **(release & indemnity)** The undersigned agrees to indemnify and keep harmless FIRST TIME 4WD, their employees, sub-contractors, representatives, agents or any other person using the facility, from and against all actions, claims or damage for personal injury and/or property damage however caused.
- **(vehicle insurance)** The undersigned warrants that his/her motor vehicle is covered, at all times, by compulsory third party insurance in relation to bodily injury and property damage.
- **(driver licence)** The undersigned warrants that he/she is fully licenced (and without restriction) for the class of motor vehicle being driven.
- **(alcohol and/or drugs)** The undersigned warrants that he/she is not under the influence of any drug, alcohol or medication of any kind which may impair their ability to drive and perform other duties relative to the Activity.
- **(medical conditions)** The undersigned warrants that he/she is not aware of any existing medical condition that may affect any participation in the Activity. I acknowledge that it is my responsibility to inform FIRST TIME 4WD of any such conditions and that participation in the Activity after such disclosure is at my own risk.
- **(duty of care)** It is the responsibility of the undersigned to acknowledge any uncertainty in relation to a set task whilst involved in the Activity. At no time should the undersigned attempt an obstacle if he/she is concerned or unsure regarding his/her safety or the safety of the vehicle.
- **(risk assessment)** It is the responsibility of the undersigned to constantly assess the conditions, the tasks, the capabilities of the motor vehicle and him/herself at all times, giving due regard to the safety of him/herself and others in the vicinity.

- **(use of recovery equipment)** At no time should the undersigned operate any recovery equipment if he/she is concerned or unsure regarding his/her safety of the safe operation/capacity of the equipment being used.
- **(termination)** The undersigned understands and accepts that his/her instruction may be terminated at any time during the training if the instructor/s deem his/her behaviour and/or co-operation unsatisfactory. In this instance no refund will be issued.

In Appendix A of this document:

“Activity” means my participation in any training, demonstration, course or event held or situated at the FIRST TIME 4WD training facility or my attendance at the FIRST TIME 4WD training facility.

“Personal injury” means bodily injury and includes mental and nervous shock or death.

Please be informed, you will be held responsible for any personal injury and/or property damage resulting from reckless driving, poor judgement, violating the above rules and/or failing to follow basic instructions of the trainer/s.

Please sign to confirm you understand and accept the terms of this document.

Name:
Signature:
Drivers Licence:
Registration number:
Date:

Remember

1. Seatbelts on at all times.
2. If unsure – please ask questions
3. Report any changes in car / equipment
4. Report any perceived unsafe conditions

APPENDIX B

RECREATIONAL SERVICES FAIR TRADING WAIVER – INDIVIDUAL PARTICIPANT

Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is –

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of **FIRST TIME 4WD** for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is –

(a) excluded;

(b) restricted as set out below: [specify the nature of the restriction]

(c) modified as set out below: [specify the nature of the modification]

*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

Signature:

Date:

Signature of witness:

Name and address of witness:

Definitions

1 **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at cbs.sa.gov.au