

INDEMNITY AND WAIVER FORM

Driver Name:		Driver's License No:
Date of Birth:		Expiry Date:
Address:		
Suburb:		Post Code:
Email:		Number:
Emergency Contact Name:		Relationship:
Emergency Contact Number:		Email:

I, _____, (**Driver**) hereby provide the following warranties, indemnity and waiver to Driver Risk Management Pty Ltd (ABN 48 633 222 714) (**DRM**) in consideration of DRM permitting me to drive a motor vehicle, and or all-terrain vehicle and or motorcycle (**Vehicle**) at DRM's driver training centre located at 16 Grogan Road, Perth Airport in the State of Western Australia (**Track**) under DRM's control, for the purpose of recreational, defensive or practice driving or riding (or riding as a passenger in any Vehicle for such purposes), at the Track (**Activity**).

Acknowledgement

I acknowledge, agree that:

- Undertaking the Activity involves a significant degree of risk and that accidents can and often do occur.
- Undertaking the Activity may involve some muscle jarring, increased heart rate and high gravitational forces.
- DRM's management and or employees have the right to terminate any Activity session conducted at the Track at any time they consider the risks associated with the Activity are unacceptable, for any reason whatsoever.
- I have read and understood these warnings and accept all inherent risk of danger associated with the Activity in any Vehicle, whether I am a driver, rider or passenger, during events conducted at speed or whilst under instruction.
- I will follow all DRM rules and guidelines outlined during the safety briefing prior to participating in the Activity and to any additional direction or instruction given to me at any time whilst at the Track.

Warranties

I warrant that:

- I am at least 18 years of age; or
- I have a valid Vehicle licence issued in a State or Territory of Australia.
- As far as I am aware, I am not subject to any penalties that could disqualify me from driving or riding on the Track.
- In circumstances where I utilise my or another person's Vehicle to undertake the Activity, I assume all liability for any damage to the Vehicle whether caused by me or any DRM officer, employee or agent.



- Any Vehicle that I intend to utilise for the Activity is to the best of my knowledge fit to undertake the Activity.

Health

I further warrant that:

- I do not suffer a medical condition that prevents me from participating in the Activity safely (for example but not limited to: epilepsy, any heart condition, vision impairment).
- My current health and ability to participate in the Activity is not affected in any way whatsoever by legal or illegal drugs or alcohol.
- I am not pregnant nor expecting to become pregnant.

I understand that:

- I can reschedule my participation in the Activity should I wish to consult my physician beforehand.
- DRM has the right to request me to consult and obtain an opinion from my physician as to whether I have the requisite health and fitness to undertake the Activity and provide DRM with written evidence of such opinion.

Waiver of Liability

I hereby waive and release DRM, its associated companies, directors, employees, agents, representatives, successors and assigns (**Associated Parties**) from any claim or cause of action I may at any time have against DRM (and/or its Associated Parties), however arising from injury or damage, however caused (whether fatal or otherwise), in connection with my participation in the Activity (either as driver, rider or passenger), whether such claim or cause of action arises in contract, tort, or otherwise.

Indemnity

In consideration of DRM allowing me to participate in any Activity, I unconditionally agree to indemnify DRM (and its Associated Parties) in respect of any actions, suits, proceedings, claims, demands, losses, damages, costs, penalties, fines, arising, either directly or indirectly, as a result of my use of a Vehicle at the Track, participation in any DRM controlled Activity or any act or omission (including negligence) on the part of DRM.

I have read, understood, acknowledge and agree to the above risks, health warnings, waiver of liability, indemnity and accept with full knowledge the likelihood of injury and damage inherent in the Activity.

Driver's Signature: _____

Date: ____ / ____ / ____