

INDEMNITY AND WAIVER FORM – (ON BEHALF OF A MINOR)

Driver/Rider Details			
Driver Name:			Licence No:
Date of Birth:			Expiry Date:
Email:			Mobile Number:
Vehicle Type:	Track Driving Experience: Yes / No		
Address:			
Suburb		State:	Post Code:
Emergency Contact Details			
Emergency Contact Name:			Relationship:
Number or Email:			
Note: a 'Minor' for the purpose of this document is a person under 18 years of age.			

I, _____, am the Parent / Guardian of the Driver (who is a minor) (the **Minor**) referred to above.

I 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, and 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 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
- I have read and understood these warnings and accept all inherent risk of danger associated with the Minor undertaking the Activity in any Vehicle, whether the Minor is the driver, rider or passenger of a Vehicle, either during events conducted at speed or whilst under instruction.
- I have read these warnings to the Minor and am satisfied that the Minor understands and accepts all risk associated with undertaking the Activity.

Warranties

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I warrant that:

- I am at least 18 years of age and have authority to provide these warranties, waiver and indemnity on behalf of the Minor, as parent or guardian.
- In circumstances where the Minor utilises my or another person's Vehicle to undertake the Activity, I assume all liability for any damage to the Vehicle whether caused by the Minor or any DRM officer, employee or agent.
- The Vehicle that the Minor utilises for the Activity is to the best of my knowledge fit to undertake the Activity.
- As far as I am aware, the Minor does not suffer a medical condition that would prevent him / her from participating in the Activity safely (for example, but not limited to: epilepsy, any heart condition, vision impairment), nor under the influence of any legal or illegal drugs or alcohol
- The Minor is not pregnant nor expecting to become pregnant.

I understand that:

- The Minor can reschedule his / her participation in the Activity should the Minor wish to consult his / her physician beforehand.
- DRM has the right to request the Minor to consult and obtain an opinion from his / her physician as to whether he / she has the requisite health and fitness to undertake the Activity and to provide DRM with written evidence of such opinion.

Waiver of Liability

On behalf of the Minor, 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 have 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 the minor 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 (including participating as a passenger in) 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 to be undertaken by the minor.

Parent / Guardian Signature: _____ **Date:** ____ / ____ / ____

I, _____, (Minor) have read, understood, acknowledge and agree to the above risks and health warnings and hereby provide a waiver of liability and indemnity in favour of DRM to the extent that such waiver and liability is valid at law. I accept with full knowledge the likelihood of injury and damage inherent in the Activity to be undertaken by me.

Minor's Signature: _____ **Date:** ____ / ____ / ____