

RELEASE, DISCHARGE & INDEMNITY

TO: BRAMLEY PROPERTIES PTY LTD (ACN 108 230 584) of Level 2, 145 Eagle Street, Brisbane, Qld ("Bramley")
AND: DRIVESAFE PTY LTD (ABN 96 768 696 056) trading as Holden - The Driving Centre and its related entities (as defined under the *Corporations Act 2001* (Cth)) ("Drivesafe") of 75 Norwell Road, Gold Coast, 4208, Queensland ("Premises").

I, _____ of _____

acknowledge and agree:

1. Drivesafe leases the Premises from Bramley and offers individuals the opportunity to ride as a passenger in a motor vehicle or to drive a motor vehicle (including go karts) ("Vehicle") for promotional, enjoyment, reward and any other associated activities ("Driving Experience").
2. I am permitted to enter the Premises, at my own risk, for the limited purpose of the Driving Experience in the manner required or directed by Drivesafe.
3. I am taking part in the Driving Experience of my own free will and at my own risk at all times.
4. I agree to follow the instructions and directions provided to me by Drivesafe, including but not limited to any briefing provided prior to the Driving Experience or during the Driving Experience.
5. If I am driving the Vehicle as part of a Driving Experience (i.e. not a passenger in the Vehicle), then I must hold a valid Australian open driver's licence for the Vehicle being driven or another driver's license recognised as valid by Drivesafe, the original of which must be provided to Drivesafe prior to the Driving Experience.
6. I warrant that I have not consumed any alcohol or consumed any substance (legal or illegal) that would affect my ability to drive or participate in the Driving Experience.
7. I agree to participate in the compulsory briefing session as part of the Drivesafe course prior to the Driving Experience and understand that this is required for me to take part in the Driving Experience.
8. I agree to read and follow all rules or instructions provided or notified to me by Drivesafe (including those displayed in the track pit area) and agree to obey those rules and instructions, along with any instruction given to me by the Drivesafe instructor.
9. I understand that due to the potentially dangerous nature of the Driving Experience, accidents can happen and there is a possibility of an accident including, without limitation, anything caused by my driving, other participants, the effect of the weather, conditions of the course, or the acts or omissions of Drivesafe (including negligence) which may result in injury (including but not limited to trauma of any kind), death, property damage or loss (whether direct, indirect or consequential) ("Loss"), however I solely accept all risks of injury, loss, death, damage, claims, costs and liability arising out of or in any way connected with the Driving Experience and I will not hold Drivesafe or Bramley liable in any manner whatsoever (whether under contract, tort (including negligence), statutory duty or any other legal or equitable right or cause of action).
10. I, for myself and anyone entitled to act on my behalf, release and discharge Drivesafe and Bramley and its directors, officers, agents and servants for any Loss that may be sustained by me or to any property owned by me, whether or not such Loss has been caused or contributed to by any act, omission or negligence on the part of Drivesafe and/or Bramley.
11. Drivesafe reserves all rights in relation to any damage which is caused or contributed to by me to any persons or property (including third party property), and I agree to fully indemnify and keep indemnified Drivesafe and Bramley from and against all and any claims as a consequence of my conduct (whether or not reckless or negligent) or as result of any injury, death, loss or damage to personal property or any other persons, including spectators and guests, of any nature whatsoever and howsoever caused whether during any Driving Experience or otherwise whilst on the Premises.
12. The indemnities in this document are continuing obligations, independent from the other obligations under this document and continue after the Driving Experience ends. It is not necessary for Drivesafe or Bramley to incur expense or make payment before enforcing a right of indemnity under this document.
13. Drivesafe and Bramley excludes to the maximum extent permitted by law any liability for such Loss. Notwithstanding the foregoing, any liability on the part of Drivesafe shall be limited, cumulatively in the aggregate, to the face value of the relevant Driving Experience.
14. I agree that this Release, Discharge and Indemnity may be pleaded as a bar to any claim, action, suit or proceedings commenced now or taken at any time by me against Drivesafe and/or Bramley with respect to any claim that I may bring (including any claim in connection with the Driving Experience).
15. Photographs and video footage may be taken during my Driving Experience and may be used by Drivesafe for promotional and marketing purposes and I give my consent for the use in this regard. I understand that I may withdraw my consent by notifying Drivesafe in writing.
16. I warrant that I am of adequate health and fitness to participate in the Driving Experience and I am not aware of any physical condition (including pregnancy) that may endanger me or any other individual and I consent to any emergency medical attention if deemed necessary by Drivesafe, including without limitation arranging transportation to a hospital or other medical facility.
17. I agree to my personal information being collected by Drivesafe and used in accordance with Drivesafe's Privacy Policy (which is available from www.thedrivingcentre.com.au or on request from Drivesafe).
18. Drivesafe reserves the rights to change or reschedule the Driving Experience (such as the date, start time, etc) for any reason whatsoever.
19. If anything in this document is or is determined to be unenforceable, illegal, voidable or void then it is severed and the rest of this document remains in full force and effect.
20. If I am under 18 years of age, my parent/guardian must execute this document on my behalf and by so doing my parent/guardian agrees to be bound by this Release, Discharge and Indemnity.

I have read this Release, Discharge and Indemnity, fully understanding its terms and understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement or assurance of any kind. I understand my signature to this document constitutes a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNED by:

in the presence of:

(signature)

(signature)

Participant/ Parent/ Guardian

Witness

Name:

Name:

Driver's license details:

Address:

Type: No: Exp: