



## RELEASE & INDEMNITY FOR DRIVER ACTIVITIES (RELEASE)

Vehicles have been supplied by **The National Roads and Motoring Association Limited** and the vehicle test drives are to be supervised by Driver Safety in Motion Pty Ltd trading as **Driver Safety Australia**, ABN 83 794 731 790 of Unit 10, 65 Business Street, Yatala, Queensland.

**By participating in the event test drives as either the driver or a passenger in the vehicle, I understand, acknowledge and agree that:**

1. As at the date of processing my booking for test drives, I am:
  - a) physically fit and I am not aware of any existing condition or conditions (including without limitation any physical injury, mental or physical illness or disease) that may be affected by my preparation for and participation in the Event or make my participation in the Event unsafe for myself or others; and
  - b) not under the influence of any illicit substance/s.
2. I am over 21 years of age and hold a current and valid, full/open driver's licence from a state or territory of Australia, New Zealand or approved country. Provisional and Learner licence holders are not permitted to participate in the test drive experience as a driver.
3. This event includes driving activities and although all precautions will be taken to protect my safety, no such precautions can completely eliminate the risks associated with my participation in the Event;
4. There are inherent risks associated with my participation in the in-car vehicle testing (**the event**) that may cause me to be exposed to extreme, hazardous and unnatural circumstances;
5. Should a component of this activity include on-road activities, as the operator of the vehicle, I must conform to all road rules and accept full responsibility for all infringements or penalties which may be incurred.
6. I acknowledge that prior to operating a motor vehicle, I will be required to undertake alcohol breath testing.
7. I acknowledge that prior to operating a motor vehicle, I will be required to present my current drivers licence for verification.
8. Passengers must be 7 years or older and legally able to sit in a car without a child car restraint. Driver Safety Australia reserves the right to exclude any individual from participating as a passenger in the test drive experience.
9. This Release will operate both jointly and severally in favour of all persons, corporations and any other entities and their representatives, employees, contractors and agents involved or otherwise in promoting, conducting or participating in the Event including without limitation Driver Safety Australia and its subsidiaries;
10. This Release covers all claims that I am able to exclude, or release liability in, and if anything in this Release is unenforceable, illegal or void then it is severed, and the rest of this Release remains in force;



11. At all times whilst attending the Event I will be subject to the direction of Driver Safety Australia, its employees and agents. In consideration for the opportunity to participate in the Event, I unconditionally and irrevocably agree that I:

a) will not sue or claim against Driver Safety Australia, its directors, officers, employees, agents, contractors, partners, venue providers, shareholders, representatives and members; and

b) release and forever discharge Driver Safety Australia from and against all and any claims, actions, suits, costs, legal fees, damages, judgments, orders and liabilities of whatever kind or nature, arising out of or in connection with my preparation for and participation in the Event, whether occurring before, during or after my actual participation in the Event, including, without limitation, any claims for any injury, illness, damage, loss or harm to me or my property, or my death, and any claims arising from the negligence of Driver Safety Australia or its subsidiaries;

c) acknowledge that any vehicle supplied by me for the event is at my own risk and I therefore release and forever discharge Driver Safety Australia from and against all and any claims for any damage or loss to my property.

12. I acknowledge that I may be included in photographic or video footage to be utilized by Driver Safety Australia on their website, social media pages, training content and/or printed publications.

Driver Safety Australia will not provide payment to any individual for such material and all material becomes the property of Driver Safety Australia which it may use without any further reference or notice to any individual in anyway Driver Safety Australia sees fit.

13. This Release is effective and binding upon my next of kin, heirs, executors, administrators, personal representatives and dependents (if any).

14. 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.

I have read this Release and Indemnity, fully understand its terms and understand that I have given up substantial rights by accepting its terms and conditions. I freely and voluntarily without any inducement or assurance of any kind, fully accept and assume all of the risks associated with the Event and understand, agree and acknowledge that this Release expressly applies to these risks and all or any consequences of these risks.

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.  
YOU MUST READ AND UNDERSTAND IT BEFORE YOU CONFIRM YOUR BOOKING  
BY ACCEPTING THIS RELEASE, YOU WILL BE BOUND  
BY THE TERMS AND CONDITIONS CONTAINED IN IT.**