



EXPERIENCE

Registration Form - Porsche Track Experience

Phillip Island Grand Prix Circuit, Victoria

Apply by email or mail today

Email: trackexperience@porsche.com.au
Call: Rasma Ertl on 1800 062 911
Mail: Porsche Cars Australia Pty Ltd P.O. Box 280, East Melbourne, VIC Australia, 8002

Driver details (please print)

First Name and Surname (Mr. Mrs. Ms. Dr.)
Mailing address
State Country Postcode
Telephone Mobile Date of Birth
Email address Medical Requirements
Drivers Licence number & expiry Prior Driving Experience
Dietary Requirements (vegetarian, gluten free, specific food allergies)

Vehicle details

Model Year Registration Number
Any modifications

Vehicle entry

All participating Porsches must be road registered in a state or territory of Australia and compliant under all applicable laws and/or regulations. Competition vehicles are not permitted nor is the use of 'slick' tyres. Signage and/or graphics other than standard Porsche branding which appears on vehicles sold to the general public is not permitted on any vehicle. All vehicles must be mechanically sound, roadworthy and free from any fluid leaks. PCA suggests having your car checked over by an Official Porsche Centre prior to the event. No major alternations are required to your vehicle such as fire extinguishers, racing harnesses, roll cages, bonnet clips etc. It is mandatory that you commence the day with a full tank of fuel and road worthy set of tyres.

Observer details (please print)

First Name and Surname (Mr. Mrs. Ms. Dr.)
Dietary Requirements (vegetarian, gluten free, specific food allergies)

Driver's next of kin details (please print)

First Name and Surname (Mr. Mrs. Ms. Dr.) Mobile

Phillip Island Grand Prix Circuit

Level 1 Nov 26, 2019 \$950 Level 2 Nov 27, 2019 \$950 Open Track Nov 28, 2019 \$950
Observer Nov 26, 2019 \$77 Observer Nov 27, 2019 \$77 Observer Nov 28, 2019 \$77

Total (all prices inclusive of GST) \$

Payment details (please print)

Please debit my credit card for \$
American Express Visa Mastercard

Card No. Expiry CCV No.

Cardholder's Name Signature

EXPERIENCE

Additional documentation:

Upon confirmation of your participation the following additional documentation must be provided by 13 November 2019:

- Copy of current vehicle registration documents
- If the vehicle registration is not in the name of the participant, please supply a copy of proof of vehicle ownership and accompanying signed letter of consent by the vehicle owner for participating driver.

Terms and Conditions

1. The organiser is Porsche Cars Australia Pty Ltd (PCA). Applications are completed exclusively using this application form.
2. Places are strictly limited and payment details are required with your application.
3. This participant contract is concluded as soon as PCA: a) has accepted your application form; b) receives full payment; c) receives the signed deed of release and indemnity; and d) sends you written confirmation of your booking.
4. No entry to Phillip Island Grand Prix Circuit or participation in the event will be permitted without first completing and signing the appropriate release and indemnity deeds for both the Phillip Island Grand Prix Circuit and PCA.
5. Due to the nature of our events, participation and vehicle usage is at the sole and absolute discretion of PCA.
6. Should the event be cancelled or significantly altered due to circumstances beyond our control, all liability is limited to the amount of our event participation fee (including our fees or charges). PCA reserves the right to cancel the event, or combine the event with another session on the same date, or to hold the event on another date. PCA will provide a refund where it cancels the event, or where you are unable to attend the rescheduled event, but otherwise will have no liability to you for any failure to hold the event, or the rescheduled event. Unless required by law (including the Australian Consumer Law), PCA will not be liable for any losses incurred by you as a result of cancellation or significant alteration of an event, including any travel, accommodation and other expenses.
7. No refund for change of mind, change of personal circumstances, no show at the event, or inclement weather at the event.
8. PCA's discretionary cancellation policy: Any written cancellation requests to PCA will be considered on a case by case basis. Generally, your request will be handled as follows, irrespective of when the booking was made. When a cancellation request is made:
 - a) 90 days or more before the event – PCA will refund 95% of the event Fee;
 - b) Between 60 and 89 days before the event – PCA will refund 75% of the event Fee
 - c) Between 31 and 59 days before the event – PCA will refund 50% of the event Fee
 - d) Between 16 and 30 days before the event – PCA will refund 25% of the event Fee
 - e) Between 1 and 15 days before the event – no refund of the event Fee.
9. It is a requirement that the participant is comfortably dressed in non-flammable clothing that is suitable to the weather conditions and fully covers flesh from ankles up to and including the neck. Please note, non-flammable clothing is recommended for all events. Fully enclosed flat soled shoes are mandatory. Race suits and helmets are provided when necessary.
10. Helmets will be required for selected activities in the ADT Level 1 & Level 2 programme, and for all Open Track activities. Participants can bring their own CAMS compliant helmet to the event. Should you chose not to bring your own, PCA will provide a limited number of helmets in various sizes for use on the day. PCA follows CAMS's guidelines in relation to helmets, recommending usage of helmets that at a minimum comply with Level B of the CAMS helmet requirements. Please refer Schedule D - Apparel of the 2019 CAMS manual found at: <http://docs.cams.com.au/Manual/Forms/AllItems.aspx?RootFolder=%2FManual%2FGeneralRequirements%2F2018%20Edition&FolderCTID=0x0120008E104C23B267F248804F290998CB5C8A&View={EAD7FC31-6C3E-4B4C-8ADD-6DD6F3F97A3F}>
11. Personal, third party property insurance and/or Vehicle insurance is the sole responsibility of the participant. I agree my personal insurance arrangements are ultimately my responsibility and I will arrange my insurance at my expense.
12. I consent to PCA using my name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting PCA's events and products.
13. I hereby consent to PCA collecting, storing, handling and using my personal information to assess applications, contact me about the event, and for the purpose of direct marketing about its products and services. PCA may disclose your information to relevant third parties including Porsche AG and our related entities, our service providers, our business partners and as required by law. If you do not provide the information, we may not be able to do those things. We are committed to protecting your personal information and agree to handle it in accordance with our Privacy Policy, which is available online at www.porsche.com.au/privacy or by phoning us on 1800 711 911.

Signature _____ Date _____

By signing this form, I acknowledge that I have read, understood and accept the above terms and conditions.

Please ensure both sides of this registration form are completed and returned 2/2.

PORSCHE

DEED POLL

RELEASE AND INDEMNITY

Recitals:

- A. Porsche Cars Australia Pty Ltd (ACN 004 327 048) (**PCA**) has agreed to provide the Participant and/or Observer a Porsche Advanced Driver Training recreational program in a Porsche vehicle in your possession (**Vehicle**) at high speed at Phillip Island Grand Prix Circuit located at Back Beach Rd, Phillip Island, Victoria (**Activity**).
- B. In consideration of PCA allowing the Participant and/or Observer to undertake the Activity, the Participant and/or Observer has agreed to enter into this Deed.

This Deed witnesses:

I agree that the Recitals form part of this agreement and that:

<p><u>I MUST NOT PARTICIPATE IN THE ACTIVITY IF I:</u></p> <ul style="list-style-type: none">DO NOT HAVE A CURRENT VALID AUSTRALIAN DRIVER'S LICENCE OR A CURRENT VALID OVERSEAS DRIVER'S LICENCE RECOGNISED BY THE TRANSPORT ACCIDENT COMMISSION IN VICTORIA.DO NOT WEAR A CAMS COMPLIANT HELMET AND FULLY ENCLOSED FLAT SOLED LEATHER SHOES. <p>Note: NON-FLAMMABLE CLOTHING THAT FULLY COVERS FLESH FROM ANKLES UP TO AND INCLUDING THE NECK AND WRISTS IS RECOMMENDED.</p>	<p><u>I AM NOT AFFECTED BY, AND MUST NOT PARTICIPATE IN THE ACTIVITY IF I AM AFFECTED BY:</u></p> <ul style="list-style-type: none">RECENT STROKESURGERY OR ILLNESSHEART OR RESPIRATORY CONDITIONS, OR CARDIAC DISEASENECK OR BACK PAIN, AILMENTS OR WEAKNESSBROKEN BONES OR JOINT OR LIMB AILMENTSHIGH BLOOD PRESSURE OR ANEURYSMSTHE INFLUENCE OF DRUGS OR ALCOHOL (BLOOD ALCOHOL CONTENT OF 0.00%)DIABETES (ON INSULIN THERAPY)EPILEPSYPRESCRIPTION MEDICATION THAT MAY ADVERSELY AFFECT MY PARTICIPATION IN THE ACTIVITYANY OTHER PRE-EXISTING MEDICAL OR PHYSICAL CONDITION THAT PREVENTS SAFE PARTICIPATION, INCLUDING PREGNANCY, <p>UNLESS I PROVIDE WRITTEN CLEARANCE TO PARTICPATE FROM MY PHSICIAN.</p>
<p>Participant, Observer and Dates:</p>	<p>Participant/Observer: is the person that is giving this release and indemnity to the Organisers and is called "I", "me" or "my" in this agreement.</p> <p>Date(s): 26 to 28 November 2019.</p>
<p>Venue:</p>	<p>Phillip Island Grand Prix Circuit, Victoria.</p>
<p>Organisers:</p>	<p>Porsche Cars Australia Pty Ltd (ACN 006 359 459) (PCA), the track owner PI Operations Pty Ltd, PI Circuit Pty Ltd, PI Visitor Centre Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, Ingles Street Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Activity, including officials, marshals, rescue, medical staff and driving instructors (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel, and assignees). "Organisers" also includes suppliers of infrastructure and other equipment used to enable the event and the Activity to take place, as well as sponsors of the event and the Activity.</p>

Risks of the Activity:	<p>The risks of the Activity include (but are not limited to):</p> <ul style="list-style-type: none"> - Collision of the Vehicle with other fixed or moving objects - The Vehicle or parts of it colliding with other vehicles, persons or property - Negligence of the driver of a vehicle or passengers in the vehicle or others, including persons in other vehicles - Vehicle mechanical failure or fire - Failure of safety equipment - Defect at the Venue, including dangerously positioned debris or equipment or failure or unsuitability of facilities at the Venue (including grand-stands, fences and guardrails) - Changing weather conditions - Negligence of the Organisers, including failure to protect you from risks and hazards of the Activity - Acts of violence and other harmful acts (whether intentional or inadvertent) committed by any persons, including those attending the Venue or participating in the Activity. <p>By participating in the Activity you are at risk of suffering:</p> <ul style="list-style-type: none"> - Neck, back or other serious injury or death - Brain damage - Heart attack - Broken bones or joint or limb injury - Blackout or fainting - Burns, cuts and abrasions - Feelings of claustrophobia - Damage to your clothes and personal equipment
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IF YOU DO NOT WISH TO TAKE THE RISKS OF THE ACTIVITY, THEN DO NOT PARTICIPATE IN THE ACTIVITY.

I agree that this agreement (**Activity Release and Indemnity**) is an enforceable contract between me, PCA and the other Organisers (in addition to any other contract between me, PCA and any other Organiser). I am giving this Activity Release and Indemnity and entering into the agreement in consideration of PCA and the other Organisers allowing me to participate in the Activity. To the maximum extent permitted by law, I agree that:

1. I have read and understood each of the Risks of the Activity described above. I also understand that participating in the Activity has inherent and obvious risks in addition to those described in the Risks of the Activity.
2. The Activity involves the Organisers providing me a recreational service that:
 - (a) is a leisure time pursuit;
 - (b) involves a significant degree of physical exertion or physical risk;
 - (c) is undertaken for the purpose of recreation, enjoyment or leisure.
3. I accept all of the Risks of the Activity and all inherent and obvious risks from participating in the Activity. I voluntarily and solely assume all of the risks involved in the Activity and my participation in it, whether or not described in this agreement.
4. I acknowledge that participation in the Activity may cause me personal injury, death or property damage as a result of which I may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss. I agree that I am responsible for any of these losses if they are caused or contributed to by me.
5. I release and indemnify PCA and the Organisers for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that I may suffer or incur that I have caused or contributed to.
6. I am responsible for any damage or injury I cause to anybody else, and any damage I cause to my property or to someone else's property.

7. PCA and the other Organisers are not liable to me if I caused or contributed to:

- (a) death, personal injury or disease to me or anybody else with me; or
- (b) damage to, destruction of, theft or unauthorised delivery of my or someone else's property or equipment.

And in respect of all of the subject matter of each of (a) and (b), I release and indemnify PCA and the other Organisers from any liability or claim, which I do or might, or which anybody with me does or might have or in the future might or would have against PCA or the other Organisers.

8. I agree to indemnify PCA and the other Organisers in respect of any liability or claim made against PCA or the other Organisers as a consequence of, in relation to, or in any way arising out of my participation in the Activity if I am at fault.

9. By participating in the Activity, I further agree that:

- (a) PCA and the other Organisers reserve the right to require that I produce proof of being 18 years of age, without which they may refuse to allow me to participate in the Activity;
- (b) I will immediately comply with all directions issued by PCA and the other Organisers, including taking part in any briefing prior to participation in the Activity and wearing any required safety equipment covered on the first page;
- (c) I satisfy the medical requirements and/or physical attributes described in this agreement;
- (d) PCA and the other Organisers can refuse to allow me to participate in the Activity if PCA or the other Organisers determine in their absolute discretion that I am mentally or physically unfit to safely participate in any aspect of the Activity;
- (e) notwithstanding any conditions set out herein, PCA and the other Organisers can refuse to allow me to participate or to continue to participate in the Activity for any reason whatsoever in their absolute discretion;
- (f) I consent to PCA and the other Organisers using my name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting PCA and the other Organisers' events and products;
- (g) PCA and the other Organisers do not make any warranty that the Activity (or any services connected with the Activity) will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. I acknowledge that, to the extent that any warranty is implied by law, it is excluded to the full extent permitted by law.

10. I acknowledge that each indemnity, release and exclusion of liability in this agreement is for the benefit of PCA and each of the other Organisers and held on trust by PCA for each of the other Organisers so that each of the Organisers may enforce those provisions against me. I also acknowledge that PCA may enforce each indemnity, release and exclusion of liability in this agreement against me on behalf of any of the other Organisers on the basis that PCA can act as their agent or trustee.

11. Personal, vehicle and third party insurance is my sole responsibility.

12. This agreement does not exclude, restrict or modify any terms, conditions or warranties implied by any law (including the Australian Consumer Law) if to do so would be contrary to that law. Should a clause in this agreement be held to be void or unenforceable, the remaining clauses of the agreement shall remain in force.

WARNING – FOREGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010

Under the *Australian Consumer Law* (which is part of the *Competition and Consumer Act 2010 (Commonwealth)*), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the *Australian Consumer Law* (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of PCA and the other Organisers for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- the contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community.

This exclusion does not apply to significant personal injury suffered by a person that is caused by the reckless conduct of PCA and the other Organisers.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Supplier/Organisers under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Participant/ Observer:	Name:	
	Address:	
	Driver's Licence #:	
	DOB:	Email address:
	Emergency contact:	Contact phone:

PARTICIPANT/OBSERVER: I declare that I have read and understood this agreement and agree to its contents including the assumption of risk, the provision of the indemnities and the exclusion of liability.

EXECUTED AS A DEED: SIGNED, SEALED & DELIVERED BY THE PARTICIPANT/OBSERVER:

Participant/Observer signature:	Date:
Witness signature:	Witness name: