

SPECTATOR RISK WARNING, WAIVER AND CONDITIONS OF ENTRY

By entering the venue, purchasing or accepting a ticket, wristband, pass, signing this form, or otherwise attending the event, I acknowledge and agree to the following conditions of entry for

Acknowledgement of Risk

I understand and acknowledge that hard enduro and motorcycle events are inherently dangerous activities.

I acknowledge that risks may arise from, but are not limited to:

- motorcycles travelling at speed;
- riders losing control;
- collisions, crashes or rollovers;
- flying debris, rocks, dirt, dust, mud, branches or vehicle parts;
- uneven, slippery, steep or unstable terrain;
- natural hazards including trees, rocks, logs, creeks, banks, holes and embankments;
- adverse weather conditions;
- noise, dust and fumes;
- movement of vehicles, machinery, officials, emergency vehicles and event personnel;
- the actions or omissions of riders, other spectators, officials, volunteers, landowners, contractors or event organisers.

I understand that serious injury, permanent disability or death may occur.

Motor sport and recreational activities may constitute “dangerous recreational activities” involving a significant risk of physical under the Civil Liability Act 2002 (WA). Participants are deemed to accept obvious risks inherent in such activities, including the risk of physical injury, psychological injury, death, or property damage.

Voluntary Attendance

I attend the event voluntarily and at my own risk.

I accept full responsibility for my own safety and for the safety of any child, dependent or person under my supervision.

I agree to remain within designated spectator areas and comply with all signs, barriers, fencing, directions and instructions issued by AMCA, event organisers, officials, marshals, landowners, venue operators, security personnel or emergency services.

I understand that if I fail to comply with these directions, I may be removed from the venue without refund.

Release and Waiver

To the maximum extent permitted by law, I release and discharge the following parties from all liability arising from or connected with my attendance at the event:

- Australian Motorcycling Competition Association Pty Ltd;
- AMCA affiliated clubs and promoters;
- event organisers;
- landowners and venue operators;
- officials, marshals, volunteers, employees, contractors and agents;
- riders, entrants and participants;
- sponsors, insurers and associated entities.

This release applies to any claim, loss, damage, injury, illness, death, cost or expense suffered by me, whether caused by negligence, breach of duty, breach of contract, breach of statutory duty or otherwise, except to the extent that liability cannot lawfully be excluded.

Australian Consumer Law may allow suppliers of recreational services to limit liability for death or personal injury, provided the required notice and wording are properly given before the person agrees to acquire the services.

Indemnity

I agree to indemnify and hold harmless AMCA, its affiliated clubs, promoters, event organisers, landowners, venue operators, officials, volunteers, contractors, employees and agents against any claim, loss, liability, damage, cost or expense arising, in regard to any injury or death, from:

- my attendance at the event;
- my failure to follow directions;
- my entry into restricted or prohibited areas;
- my conduct at the venue;
- any person under my care or supervision.

Spectator Conduct

I agree that I will not:

- enter the track, competition area, pit area, restricted area or any prohibited zone unless expressly authorised;
- cross barriers, bunting, fencing or signage;
- stand in unsafe or unauthorised locations;
- interfere with riders, officials, volunteers or emergency personnel;
- bring weapons, fireworks, drones, illegal substances or dangerous items into the venue;
- behave in a manner that is abusive, threatening, intoxicated, reckless or unsafe.

AMCA or the event organiser may refuse entry or remove any person who breaches these conditions.

Children and Dependants

If I attend with a child or dependent, I confirm that I am responsible for their supervision at all times.

I acknowledge that children must remain in designated spectator areas and must not enter the track, pits, machinery areas, restricted zones or any unsafe area unless expressly authorised.

If signing on behalf of a minor, I confirm that I am the parent, guardian or authorised responsible adult for that minor.

Medical Treatment

I consent to receiving first aid or emergency medical treatment if required.

I authorise AMCA, the event organiser, officials, volunteers, first aid providers or emergency services to arrange medical treatment, ambulance transport or evacuation if considered necessary.

I acknowledge that I am responsible for any medical, ambulance or related costs incurred by me or any person under my supervision, unless otherwise covered by applicable insurance or law.

Media Consent

I acknowledge that photography, video recording and livestreaming may occur at the event.

I consent to AMCA, affiliated clubs, promoters, sponsors and authorised media using photographs, video, audio or images of me for promotional, media, social media, safety, training, reporting or record-keeping purposes without payment or further approval.

Personal Property

I bring all personal property to the venue at my own risk.

AMCA, the event organiser, affiliated clubs, landowners and venue operators are not responsible for lost, stolen or damaged.

Event Changes or Cancellation

I acknowledge that the event may be delayed, altered, suspended or cancelled due to weather, safety concerns, track conditions, emergency incidents, regulatory requirements or other circumstances.

I agree that AMCA and the event organiser may make decisions in the interests of safety and event management.

Compliance with Laws and Rules

I agree to comply with:

- all applicable laws and regulations;
- AMCA rules, policies and directions;
- venue rules and conditions of entry;
- instructions from officials, marshals, volunteers, security and emergency services.

Acknowledgement

I confirm that I have read and understood this waiver and conditions of entry.

I understand that by agreeing to this document, I may be giving up legal rights, including the right to claim compensation for injury, loss, damage or death, to the extent permitted by law.

I understand that if I do not agree to these terms, I must not enter or remain at the event venue.

I confirm that if I am the parent, legal guardian or authorised responsible adult for a minor in my care.. I agree to the above waiver and conditions of entry on behalf of the minor and accept responsibility for their supervision and conduct at the event.