

MOTORSPORT NZ INDEMNITY AND DECLARATION

1. Indemnity: I have received the Supplementary Regulations and all other regulations or Articles as determined in the Appendices and Schedules of the current New Zealand Motorsport Manual for the event I am entering and agree to be bound by them and by the National Sporting Code of MotorSport New Zealand Inc. In consideration of the acceptance of this entry and of my being permitted to take part in the Meeting or Events detailed, I agree not to pursue claims against and (severally) to hold harmless, indemnify and keep indemnified MotorSport New Zealand Inc, its members, associated or affiliated clubs and entities, race and/or event organisers and promoters, the inviting club and entity (or entities), race circuit owners, providers and operators, owners and tenants of private property (including land, buildings and/or fixtures, fittings and chattels) traversed, or proximate to events, officials, fellow competitors, and the directors, officers, servants, representatives and agents of those entities (all together “the Indemnified Parties”) in relation to all losses, actions, expenses, costs, liabilities, claims and demands in respect of death, injury, loss or damage to persons or property of myself, and/or my team (including drivers, co-drivers, passengers, management and/or mechanics) whatsoever, caused or arising out of or in connection with this entry or taking part in the events to which this entry relates, notwithstanding that such death, injury, loss or damage may have been contributed to or caused by the negligence of any of the Indemnified Parties and/or by any other person. This provision confers a benefit on, and is intended to be enforceable by, each of the Indemnified Parties (in accordance with the Contracts (Privity) Act 1982).

2. Ability to Control a Vehicle Declaration by Driver: I declare that should I at the time of any event this entry form relates to be suffering from any disability of any kind whether permanent or temporary which is likely to detrimentally affect my control of my automobile or my fitness to drive, I will not participate.

3. Vehicle Conformance with Schedule A/AA Declaration by Driver: I declare the vehicle detailed on this entry form complies with the vehicle safety items set out below (as applicable) and will be presented on request to an appointed Scrutineer or Technical Officer complying at all times with the safety and eligibility requirements detailed in the National Sporting Code and its Appendices and Schedules. I acknowledge that where any breach of the Safety Schedule is found during a Safety Audit I will be subject to penalties under the National Sporting Code and my signature below indicates my acceptance of this undertaking.

4. Consent: I consent to the details contained on this form being held by MotorSport New Zealand Inc and/or the Inviting Clubs for the purpose of the promotion and benefit of the Race Meetings or Events concerned, and Motorsport in general. I acknowledge my right to access and correction of this information. This consent is given in accordance with the Privacy Act 2020. I also authorise the medical providers of the event to disclose medical information relevant to illness or injury sustained during the above-mentioned event to MotorSport NZ and its officials.

5. Insurance Excess MotorSport New Zealand - Public Liability Insurance Cover. All MSNZ events are covered by insurance cover. The insurance excess amount is \$3,500.00. Should circuit/property be damaged, competitor(s) will be liable to reimburse the organising Club for the damage incurred. Less the amount of monies recovered from the insurance company.