# Release of Liability and Indemnity Form



### Release of Liability and Indemnity Form

All persons attending the Audi driving experience who wish to participate in the racetrack events must complete this form and return it to Audi event staff before they will be permitted to participate.

#### Acknowledgement of Participation, Release and Indemnity

1. I will be attending the Audi driving experience and will be participating in the various motor vehicle racetrack events to be held (Event).

2. I hereby acknowledge that I am fully aware of and accept any and all risks that may be involved in or may arise from my participation in the Event and to the maximum extent permitted by law: (a) release and forever discharge Volkswagen Group Australia Pty Limited trading as Audi Australia ("AA"), its directors, officers, servants and agents or any of them (Relevant Persons); and (b) indemnify and hold all Relevant Persons harmless, from all damages, losses, expenses, claims, demands, actions, and other liabilities suffered or incurred by me (howsoever occurring) arising out of or in connection with the Event and my participation in it.

3. I warrant to AA that I: (a) hold a full and valid driver's licence for driving in the state or territory the event is held (not a probationary or learner licence) and that I will as at the date of my participation in the Event be over the age of 18 years; (b) am not suffering any medical conditions or other conditions which would adversely impact on my participation in the Event or which could be aggravated as a result of my participation in the Event; (c) will not be under the influence of any alcohol, illegal drugs or substances (or other drugs that may impact on my ability to drive a vehicle) during the time I will be participating in the Event and may be subject to an alcohol breath test; (d) will not consume alcohol, illegal drugs (or other drugs that may impact on my ability to drive a vehicle) in the 12 hour period immediately prior to participating in the Event.

4. I acknowledge and agree that in the event that AA discovers or suspects (within the reasonable opinion of any AA representative supervising the Event) at any time that: (a) any of the above warranties is untrue or inaccurate in any way, AA may prevent me from taking part in the Event or may discontinue my participation in the Event; or (b) I am in the possession of, or may have used any, illegal drugs or substances, AA will immediately notify the police, hand over any illegal drugs or substances found in my possession to the police and I may be tested for use of illegal drugs or substances by the police.

5. I indemnify and hold all Relevant Persons harmless against: (a) all claims, demands, actions or proceedings that may be brought against a Relevant Person in respect of the death or bodily injury to any third parties and all loss, damage or destruction to property caused by or arising directly or indirectly from my participation in the Event; and (b) any damages, losses, expenses, infringements, claims, demands, actions, and other liabilities suffered or incurred by a Relevant Person arising from or in connection with any of the above warranties being untrue or inaccurate in any way.

6. I agree to immediately inform AA of any damage or injury to persons or property caused or connected to my participation in the Event and to provide all necessary assistance to AA in respect thereof, including by completing such claim forms, executing such documents and testifying in such suits and actions in connection with such matters as may be requested by AA.

7. I declare that I have read and understood this Release and Indemnity and agree that its terms are reasonable and that I am subject to the provisions contained in this Release and Indemnity.



## **Privacy Collection Notice**

Volkswagen Group Australia Pty Limited (ABN 86 077 092 776) trading as Audi Australia (referred to as "**we**", "**us**" or "**our**") is collecting your personal information, such as your name, contact details and address to register your participation at the Audi driving experience ("**Event**").

We will collect, hold and use your personal information for a range of purposes, including any purpose identified or inferred at the time of collecting your personal information; and unless you have opted out, for the purposes of marketing to you, identifying you and any Audi vehicle you own, in order to offer you services, marketing materials, lifestyle content or other offers. We will hold your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). We may disclose your personal information to our service providers and to our dealership network in Australia or as required by law. We may also disclose your personal information to our overseas service providers.

Further information about our privacy practices is available in our privacy policy located at <u>https://www.audi.com.au/privacypolicy</u>

If you would like to know more about our privacy policy and procedures and the management of your personal information, or if you would like to access or update your personal information, or make a privacy complaint, please contact our Privacy Officer at Audi Australia Pty Ltd, Level 7, 895 South Dowling Street, Zetland, NSW, 2017, Sydney, Australia, T +1800 50 AUDI (2834), E customerassistance@audi-info.com.au

Photography and videography may happen at the Event, please advise the organisers if you do not wish to be photographed or filmed.

#### Consent

 I consent to receiving marketing communication from Audi Australia including exclusive news, offers and event information

# EXECUTED as a DEED POLL, SIGNED SEALED AND DELIVERED BY THE PARTICIPANT IN THE PRESENCE OF:

Participant's Name:	Participant or Guardian's Signature:	Date:
Participant's Licence No (if driving):	Licence Expiry (if driving):	Date of Birth:
Participant's Email:	Participant's Mobile:	
Emergency Contact Name:	Emergency Contact Mobile:	