



PI Operations Pty Ltd

A.B.N 62 108 623 463

RMB 500GP, Back Beach Road, Cowes Victoria 3922

6/23

CYCLING CONDITIONS OF USE INCLUDING RELEASE AND INDEMNITY

Warning: these conditions affect your legal rights. Please read them carefully

I, the person whose details are set out below, agree with the Owner and Operator referred to below to use the Phillip Island Circuit (Circuit), in connection with the Activities set out below, on the terms and conditions SET OUT ON THIS PAGE AND ON THE REVERSE PAGE in consideration of the Owner and the Operator allowing me to enter the Circuit and to participate in the Activities.

RISK WARNING AND ACKNOWLEDGEMENT

I AGREE AND ACKNOWLEDGE THAT:

- The Activities and associated sports and activities are dangerous
- Other people will be using the Circuit at the same time as me
- My presence at the Circuit and participation in the Activities set out below and other activities at the Circuit may expose me to danger of injury or death or of damage to property either from incidents caused by me or by another person or persons or by the nature of activities conducted at the Circuit
- I undertake all risks associated with my participation at the Circuit voluntarily
- I am aware of and accept all the risks involved in my presence at the Circuit and participation in the Activities and the risk associated with any health conditions I may have
- I acknowledge that this warning constitutes a warning in accordance with any relevant legislation including the Wrongs Act 1958 (Vic).
- I warrant that:
 - I am 18 years or over; or
 - I am participating in an activity and my parent or guardian has also signed the Parent / Guardian – Deed of Consent / Indemnity where indicated below.

SCHEDULE (USER TO COMPLETE ENTIRE SECTION)

NAME OF USER: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ PCODE: _____

EMAIL: _____ TELEPHONE: _____ MOBILE: _____

DATE OF BIRTH _____

ACTIVITIES: Competitive cycling in connection with "Aus Cycling" Event _____

DATES OF: 9 and 10 August 2025

SIGNED SEALED AND DELIVERED BY:

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

PARENT/GUARDIAN – DEED OF CONSENT/INDEMNITY – DETAILS OF PARENT/GUARDIAN

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

SUBURB: _____ POSTCODE: _____

DATE OF BIRTH: _____ MOBILE: _____

EMAIL: _____

I, THE PERSON NAMED ABOVE, BEING THE PARENT or GUARDIAN OF

NAME: _____ ("MINOR")

with full knowledge of the dangers involved, as set out in the form above, HEREBY REQUEST that the Minor be permitted to participate in activities at the Circuit. I AGREE THAT:

- (a) The releases, exclusions and limitations in Conditions 6-9 overleaf are, to the extent permitted by law, given by me personally and also on behalf of the Minor.
- (b) To the fullest extent permitted by law, I indemnify and hold harmless the Operator, the Owner, the Affiliates and their respective Personnel in respect of all and any Loss whatsoever or howsoever suffered or incurred by the Operator, the Owner, the Affiliates or their respective Personnel to the extent arising in any way whatsoever from or in connection with the Minor's involvement in the Activities or the Minor's presence at the Circuit except (other than in respect of the supply to the Minor of, and participation of the Minor in, Recreational Activities) to the extent that the Loss is caused or contributed to by the negligence of the person or entity seeking to rely on the release. Where the Loss is suffered or incurred in connection with the supply or organisation of, or participation in, Recreational Services, this indemnity shall apply even if the Loss is caused or contributed to by the negligence (other than gross negligence) of the person or entity seeking to rely on the indemnity.
- (c) I agree that this Parent/Guardian – Deed of Consent/Indemnity is a separate deed made by me in favour of the Operator, the Owner, the Affiliates and their respective Personnel and is effective whether or not there is a legally binding contract between any of those persons and the Minor.

Parent/Guardian to complete ENTIRE section - Signed sealed and delivered by:

SIGNATURE: _____ PRINT NAME: _____ DATED: _____

ADDRESS/CITY/STATE: _____

PHONE NUMBER: _____

USE OF THE CIRCUIT

1. The Activities set out in the Schedule shall be the only activities permitted and conducted at the Circuit by the User.
2. The User's right to carry out the Activities at the Circuit does not include any rights to film or broadcast still or moving pictures (all called Film Activities) on or from the Circuit, and the User must not do so unless the Film Activities are specifically authorised in writing by the Operator. The User acknowledges that the Operator enters into various sponsorship and signage agreements from time to time for sponsorship both of the Circuit generally and of events at the Circuit, and for signage at the Circuit, and the Operator will suffer loss and damage (including loss of these opportunities) if film or video taken at or broadcast from the Circuit is digitally altered to remove or replace existing signage or to impose signage or advertising to give the visual appearance that the signage or advertising is physically located on the Circuit or is allowed or endorsed by the Operator. The User agrees that the potential extent of damage to the Operator by a breach of this Condition justifies the Operator in seeking injunctive relief.
3. The User shall comply with the Circuit Regulations (to the extent applicable to the Activities) and with any lawful direction given by the Operator. If the Operator, acting reasonably, considers the behaviour or activities of the User at the Circuit to be unacceptable, the Operator may direct the User to leave the Circuit without any liability to compensate the User in any way and, if the User fails to leave immediately, may eject the User.
4. The User shall not enter upon any Restricted Area at the Circuit except during the periods specifically authorised by the Operator and further shall only enter upon the Racetrack for the purposes of competing in cycle racing in the normal course of the Activities.
5. The User warrants that:
 - a) unless the User's parent or guardian has signed the front of this form consenting to the User undertaking the Activities, the User is 18 years or older; and
 - b) the User's bicycle and other equipment (including any helmet) is in a roadworthy and safe condition for use at the Circuit and in the Activities.

RISK WARNING

6. The User acknowledges that:
 - a) the Activities are dangerous and accidents can happen;
 - b) other persons may be using the Racetrack and the Circuit generally at the same time as the User;
 - c) the User's presence at the Circuit may expose the User to danger of death or injury from incidents or situations caused by, created or contributed to by the User or by other persons or by the nature of the activities conducted at the Circuit or by the nature of or design of the Racetrack and the Circuit;
 - d) the Owner and Operator make no representation or warranty that the Activities can be conducted safely on the Racetrack or at the Circuit and the User is responsible for making the User's own assessment of the suitability of the Racetrack and the Circuit for the Activities and the User's participation in the Activities and must take all necessary precautions for the User's own safety and the safety of other participants in the Activities and other persons present at the Circuit;
 - e) subject to any other express term set out in this document, no representation, condition or warranty (express or implied) other than any imposed at law and not capable of being excluded by these terms has been made or given by the Operator to the User in respect of any goods or services supplied in connection with the Activities or the Circuit; and
 - f) the Operator is making available the Circuit only for use by the User and others on the day(s) of User's access to the Circuit and the User shall enter upon and use the Circuit entirely at the User's own risk.

LIMITATION OF LIABILITY - GENERAL

7.
 - a) To the fullest extent permitted by law, the User hereby releases and discharges the Operator, the Owner, the Affiliates and their respective Personnel from and in respect of any Loss whatsoever and howsoever suffered, incurred or made at any time by the User arising in any way whatsoever from or in connection with the Activities or the User's presence at the Circuit except (subject to condition 7(c)) to the extent that the Loss is caused or contributed to by the negligence of the person or entity seeking to rely on the release.
 - b) Condition 7(a) does not exclude or modify any term, condition, warranty or statutory right which may be implied or which may otherwise apply by operation of custom, law or statute (including by the Competition and Consumer Act 2010 (Cth.), the Australian Consumer Law (Victoria) or the Australian Consumer Law and Fair Trading Act 2012 (Vic)) if to do so would contravene that law or make any part of condition 7(a) void.
 - c) Notwithstanding the exceptions in condition 7(a) and condition 9, but only to the extent permitted by law, where any Loss referred to in condition 7(a) or condition 9 is suffered or incurred in connection with the supply or organisation of or participation in Recreational Services the release in condition 7(a) and the indemnity in condition 9 shall apply even if the Loss is caused or contributed to by the negligence (other than gross negligence) of the person or entity seeking to rely on the release or indemnity. Without limiting what other things may involve the supply of Recreational Services, the User acknowledges that while participating in the Activities the User is being supplied with, and participating in, Recreational Services.

LIMITATION OF LIABILITY - RECREATIONAL SERVICES

8. Where the User is being supplied with Recreational Services, then in addition to and without limiting the limitation of liability in condition 7, to the extent permitted by the law the User hereby releases and discharges the Operator, the Owner, the Affiliates and their respective Personnel in respect of any Loss whatsoever and howsoever suffered, incurred or made at any time by the User where that Loss arises from:
 - a) death;
 - b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
 - c) contraction, aggravation or acceleration of a disease of an individual; or
9. coming into existence, 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, however it may be caused and even if caused by negligence or lack of due care and skill (other than reckless conduct) of the Operator, the Owner, the Affiliates or their respective Personnel, arising in any way whatsoever in connection with the supply of Recreational Services to the User. In this provision, "reckless conduct" means conduct of the person being released where that person is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and which that person engages in despite the risk and without adequate justification. The release in this condition 8 is intended to exclude the User's rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and all other rights which may legally be excluded.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

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.

In accordance with section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the exclusion of these statutory guarantees is brought to your attention by 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 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

For the purpose of this warning, "the supplier" means the Owner, the Operator, the Affiliates and their respective Personnel.

INDEMNITY

10. To the fullest extent permitted by law, the User indemnifies and holds harmless the Operator, the Owner, the Affiliates and their respective Personnel from and in respect of all and any Loss whatsoever or howsoever suffered or incurred by the Operator, the Owner, the Affiliates or their respective Personnel to the extent arising in any way whatsoever from or in connection with the User's involvement in the Activities or the User's presence at the Circuit except (subject to condition 7(c)) to the extent that the Loss is caused or contributed to by the negligence of the person or entity seeking to rely on the indemnity.

PERSONAL INFORMATION

11. The Owner and Operator (we, our, us) collect personal information from Users completing the front of this form and during the course of Activities engaged in by the Users. The information collected includes the details provided on the front of this form. In the course of your participation in Activities, we may also collect photographs and electronic images (including, but not limited to, moving images). The information you provide is collected by us for the purpose of ensuring that we have a record that you have accepted the conditions for use of the Circuit (which acceptance may be used in any future legal proceedings) as well as providing you with products and services, conducting research, marketing and promotional activities (including as set out in condition 11), business processing activities, contract and event management, legal investigations and responding to your enquiries. If you do not provide the information requested (or do not consent to its collection), we may elect not to permit you to participate in Activities at the Circuit. We may share information about you with third parties including, but not limited to, WorkSafe Victoria, law enforcement agencies, event promotion consultants and service providers for the purposes referred to above. We are not likely to disclose any information to overseas recipients. We will not send promotional and marketing material to you if you ask us not to by selecting the unsubscribe option where applicable or by calling us or emailing us. You can refer to our Privacy Policy on our website www.phillipislandcircuit.com.au. The Privacy Policy contains more information about your right to access and seek the correction of the information we hold about you or to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Alternatively, you may direct any queries you may have in relation to the Privacy Policy or the use of information about you to PI Operations Pty Ltd, RMB 500GP, Cowes, Victoria, 3922 or email info@phillipislandcircuit.com.au, phone +61 3 5952 2710 or fax +61 3 5952 3160.
12. The User consents to the Owner and Operator using the User's 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 the Circuit and other events at the Circuit.

COMPLIANCE BY USER'S ASSOCIATES

13. The User shall ensure that all persons at the Circuit who are accompanying the User or were invited by the User (including persons assisting the User in connection with the Activities) comply with the terms of this document as if each reference in this document to the User were also a reference to those persons.

DEFINITIONS AND INTERPRETATION

14. In this document:

Activities means the activities referred to in the Schedule to on the front page of this Form.

Affiliates means related entities of the Operator and includes PI Visitor Centre Pty Ltd ACN 108 623 043, PI Graydens Pty Ltd

ACN 108 623 070, PI Sunrise-McGuigan Pty Ltd ACN 108 623 089 and Fox Group Holdings Pty Ltd ACN 058 015 777.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Circuit means the Phillip Island Grand Prix Circuit, including its land, buildings, track, roads, infrastructure, facilities and equipment including common areas.

Circuit Regulations means the regulations governing the hire of the Circuit, as amended from time to time, current copies of which are available upon request.

Loss means loss, damage, liability, costs, injury (including death), charges and expenses of any kind whatsoever (including economic loss) whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise.

Operator means PI Operations Pty Ltd and its Personnel (except other users on the day of the User's access to the Circuit). **Owner** means PI Circuit Pty Ltd ACN 108 623 052 and its Personnel (except other users on the day of the User's access to the Circuit).

Personnel means the officers, employees, agents, contractors, consultants, volunteers and invitees of an entity.

Racetrack means the racing track situated at the Circuit.

Recreational Services means:

- a sporting activity or similar leisure time pursuit; or
- an activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

Restricted Areas means those areas of the Circuit designated by the Operator from time to time to be subject to access controls and

requirements to be complied with by the User and includes:

- a) the Racetrack;
- b) all pit areas;
- c) all areas infield of the Racetrack (except for the fenced area at the rear of the pit area);
- d) all areas from the edge of the Racetrack to the first line of spectator fencing; and
- e) all other areas fenced off and signposted "Restricted Area".

User means the person noted on the Schedule on the front page of this Form.

One gender includes the others and the singular includes the plural and vice versa.

Where any form of the word "include" is used, it is to be read as if followed by the words "without limitation".

Each indemnity, release and exclusion of liability in this document is for the benefit of the Owner, the Operator, the Affiliates and their respective Personnel and held on trust by each of the Owner and Operator for their own benefit and also for the benefit of the Affiliates and their respective Personnel so that each of the Owner, the Operator, the Affiliates and their respective Personnel may enforce those provisions against the User, but provided that each of the Owner and the Operator may in its absolute discretion and without the consent of any person for whom an indemnity, release or exclusion of liability is held on trust, agree to amend this document.