

RELEASE, DISCHARGE & INDEMNITY



TO: Precise School of Driving Pty Ltd trading as Precise Driver Training.
ABN 11 010 993 129 of 3 Ruff Court, Burleigh Waters, Gold Coast, Queensland.

RE: My being granted access to the land and facilities situated at Carrara Sports Complex, Nerang Broadbeach Road, Carrara, Gold Coast, Queensland ("the premises") and my driving of a motor vehicle at Carrara Sports Complex, Carrara, Qld.

IN CONSIDERATION of being permitted to ride as a passenger in, or drive a motor vehicle at Carrara Sports Complex, Nerang Broadbeach Road, Carrara as the case may be:

I, _____ [address]
of _____

_____ acknowledge and agree as follows:

1. Gold Coast City Council owns the premises which it hires out to Precise Driver Training for the purpose of driver training and Precise Driver Training will supply motor vehicles for participants of our course to drive for educational purposes.
2. Precise Driver Training hires the area at Carrara Sports Complex, Carrara, Gold Coast and Precise has permitted me to enter upon the property for the purpose of riding as a passenger or driving a motor vehicle.
3. The motor vehicle will be driven by me, a licensed driver(Learner Licence or Provisional Licence), or I will ride as a passenger in a vehicle driven by a professional driver.
4. I acknowledge that motor vehicles can be dangerous and that persons can be seriously injured however I accept all risks of injury, loss, damage and liability arising out of or in any way connected with riding as a passenger or driving a motor vehicle and I will not hold Precise School of Driving Pty Ltd or Gold Coast City Council liable in any manner whatsoever.
5. That I enter the motor vehicle of my own free will and at my own risk at all times.
6. That I enter upon the premises at Carrara Sports Complex, Carrara, Gold Coast do so at my own risk.
7. That Precise School of Driving Pty Ltd shall not be liable for any loss or damage occasioned to me or my property including my heirs, executors and administrators in respect of any damage, injury, loss or cost incurred or sustained by me however arising of whatsoever nature and without limiting the generality of the foregoing and whether arising out of negligence of contract and whether expressed or implied and whether arising out of Common Law or Statute and whether such loss, damage, injury or costs shall have been caused or contributed to by any act, omission or negligence on the part of Precise Driver Training.
8. I hereby release, discharge, forever hold harmless and undertake to indemnify Precise School of Driving Pty Ltd, with respect to any loss arising as a result of any injury, loss or damage to personal property or any other persons including spectators, guests and other persons of any nature whatsoever and howsoever caused which may give rise to a claim by me at any time heretofore or hereafter but for the execution of this Release, Discharge and Indemnity.

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9. I agree that this Release, Discharge and Indemnity may be pleaded as a bar to any action, suit or proceedings commenced now or taken at anytime by me against Precise School of Driving Pty Ltd with respect to any claim that I may bring for matters as aforesaid mentioned.

In the construction and interpretation of the Release, Discharge and Indemnity where the circumstances so require:

- a. The singular shall include the plural and vice versa;
- b. The neuter shall include the personal gender and vice versa;
- c. The word "person" shall include natural persons, bodies corporate of voluntary associations and also the person's heirs, executors, administrators, successors and or assigns;
- d. A reference to Precise School of Driving Pty Ltd includes its servants, agents, contractors, employees and all other persons and companies associated with it or sponsor it or are associated with or sponsor the Certificate II in Responsible Driving and Work Preparation, the owners of the land or lessee or any relevant organiser or sponsor organisation, or their respective servants, officials, representatives or agents.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this _____ day of _____.

SIGNED SEALED AND DELIVERED by)

Participant Parent / Guardian / Carer

Name: _____

in the presence of*:)

Witness

Name: _____

Address: _____

*NB In the event you are under 18 years of age, your parent/guardian must execute this

Release on your behalf and by so doing agrees to be bound by the terms and conditions herein.

DRIVERS LICENCE DETAILS

TYPE:

NO: _____ EXP: _____