

# FORM 5

## UniSA Australian HPV Super Series

Conducted by Australian International Pedal Prix Inc.

### MARSHAL CONSENT, RELEASE & INDEMNITY

**Submit intact with Marshal Training document**

**“Organising Body” referred to in this document is Australian International Pedal Prix Inc**

**“Event/s” referred to in this document is any of the events conducted by the Organising Body.**

- 1 I am a Marshal in the UniSA Australian HPV Super Series and have read and understood the rules of the UniSA Australian HPV Super Series and will abide by such rules at all times.
- 2 It is understood that I am a volunteer Marshal attending a competition to test or appraise Human Powered Vehicles (HPV) against others on a closed circuit designated by the Organising Body. Such competition will be between two or more HPV's (governed by the use of relevant construction specifications) running simultaneously on the same course and where the determining factor is the highest number of laps covered in a given time ("**Endurance Racing**").
- 3 In volunteering at these events, I declare, acknowledge and agree -
  - 3.1 I am physically fit and capable of fulfilling my role as a Marshal;
  - 3.2 to release, exempt and indemnify Australian International Pedal Prix Inc, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for death, personal injury, psychological trauma, loss or damage (including property damage) (collectively known as "**Harm**") howsoever arising from my participation in and/or attendance at the event, except to the extent prohibited by law;
  - 3.3 that Australian International Pedal Prix Inc and the Associated Entities do not make any Warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
  - 3.4 I attend and/or participate at each event at my own risk;
  - 3.5 risks associated with attending or participating in the event include the risk that harm may be suffered as a result of -
    - 3.5.1 human powered vehicles (or parts or them) colliding with other human powered vehicles, persons or property;
    - 3.5.2 acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event;
    - 3.5.3 failure or unsuitability of facilities (including grandstands, fences and guard rails) to ensure the safety of persons or property at the event;
    - 3.5.4 any form of Racing being dangerous and accidents causing harm can and do happen from time to time and may happen to any team member.
  - 3.6 to abide by any directions given by the Event Director, Race Director, Chief Marshal, or other key event personnel.

***I have read this document and understand its contents, including the exclusion of liability and assumption of risk.***

**Print Name** \_\_\_\_\_ **Signed** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School / Organisation Representing** \_\_\_\_\_