

EASTERNATS - ENTRY FORM
FRIDAY 2ND TO MONDAY 5TH APRIL, 2010
YOU MUST ENTER BY FRIDAY 26TH MARCH

Entrants Name _____ Co-Driver's Name _____

Address _____

State _____ Postcode _____ Tel _____

Fax _____ Mobile _____

E-mail _____

(Please incl. your email address)

Tick appropriate boxes:

Burnouts Street Drags Sound Off Go to Whoa
Stampede Show n Shine Cruising

Entry Details

Entry Fee @ \$180.00 per vehicle if paid prior to 31st Dec \$ _____

Entry Fee @ \$220.00 per vehicle if paid in 2010 \$ _____

Each Entry includes 1 Entrants & 1 Mates Rates 3 Day Pass.

GARAGES SOLD OUT

Extra Mates Rates 3 Day Passes – Incl Access Sat, Sun & Mon.

Adults No. _____ @ \$100.00 ea \$ _____

Child (5-15yrs) No. _____ @ \$ 50.00 ea \$ _____

Camping – Incl Access Fri, Sat & Sun Nights

Adults No. _____ @ \$100.00 ea \$ _____

Child (5-15yrs) No. _____ @ \$ 50.00 ea \$ _____

Vehicle Details

Make _____ Model _____

Year _____ Body Style _____

Licence No _____ Expires _____ / _____ / _____

Engine: Size _____ No. of Cylinders _____

Body Colour _____ Rotary _____

ENTRIES CLOSE 5:00PM FRIDAY 26TH MARCH (1 WEEK PRIOR TO THE EVENT)

PHOTOGRAPH OF VEHICLE MUST BE ATTACHED TO ENTRY FORM

CHEQUES/MONEY ORDERS MADE PAYABLE TO:

EASTERNATS

PO BOX 682, TOORAK, VIC, 3142

TEL: 03 9826 1817 FAX: 9826 1819

EMAIL: davo@easternats.com.au

EASTERNATS PRICE LIST
2nd – 5th April, 2010
For General Enquiries Contact:
Telephone: 03 9826 1817, Fax: 03 9826 1819
Email: davo@easternats.com.au
www.easternats.com.au

ENTRANTS FEE PER VEHICLE

\$180.00 per vehicle prior to 31st Dec
\$220.00 per vehicle if paid in 2010
Entries Close 5pm Friday 26th March
Entry incl 1 Entrants & 1 Mates Rates Pass
Photograph of vehicle must accompany entry

MATES RATES 3 DAY PASS

\$100.00 per Adult
\$50.00 per Child (5-15yrs)
CAMPING
\$100.00 per Adult
\$50.00 per Child (5-15yrs)

FRIDAY – 2nd APRIL

“Set up Day – No ontrack activities”

Adult Admittance Free

Children (5-15yrs) Free

SATURDAY – 3rd APRIL

Adult Admittance (No Concession) \$45.00 incl entry to all activities

Children (5-15 yrs) \$20.00 incl entry to all activities

Family Ticket (2 Adults – 2 Children (5-15 yrs)) \$100.00 incl entry to all activities

SUNDAY – 4th APRIL

Adult Admittance (No Concession) \$45.00 incl entry to all activities

Children (5-15 yrs) activities \$20.00 incl entry to all activities

Family Ticket (2 Adults – 2 Children (5-15 yrs)) \$100.00 incl entry to all activities

MONDAY – 5th APRIL

Adult Admittance (No Concession) \$45.00 incl entry to all activities

Children (5-15 yrs) \$20.00 incl entry to all activities

Family Ticket (2 Adults – 2 Children (5-15 yrs)) \$100.00 incl entry to all activities

EASTERNATS - TERMS AND CONDITIONS OF ENTRY

These terms and conditions of entry are for the purposes of stating the terms and conditions of entry and participation by the COMPETITORS in the Event. The COMPETITORS agree to be bound by these terms and conditions.

In particular, the Event Management wishes to draw the attention of the COMPETITOR to the Release and Waiver of Liability, the Assumption of Risk and the Indemnity clauses contained herein.

These terms and conditions bind the undersigned COMPETITOR. Where the COMPETITOR includes Co- Drivers, the provisions of this document are binding on those persons jointly and severally.

Definitions Schedule

'Competitor' - The Driver and/or any Co-Driver of any vehicle used pursuant to these terms and conditions

'Promoter' -The Rapid Australia Corporation P/L trading as EASTERNATS AUTO SPECTACULAR including the event known as the EASTERNATS.

'Event' - The EASTERNATS staged at Calder Park Raceway on 2nd to 5th April, 2010.

'Event Management' - includes The Promoter his employees, surveyors, participants, track operators (Australian Motorsport Club Pty Ltd), track owners (Calder Park Raceway Pty Ltd), Australian Auto Sport Alliance (AASA), Officials, security staff, advertisers, event inspectors, sponsors, judges, consultants, underwriters, Victorian Police, representatives of the local council, Vic roads and others who give recommendations, directions or instructions or engage risk evaluation or loss control and their assigns, heirs and next of kin.

'Official' - any person employed or instructed by the Event Management authorised to provide directions or make decisions in regard to the Event

'Force Majeure' - anything outside that party's reasonable control including, but not limited to fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and any act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments or government agencies.)

'Finals' - wherever specified in the Regulations as a final in accordance with the Event program produced by the Event Management.

'The Releasee'- means The Rapid Australia Corporation Pty Ltd Trading As The EASTERNATS AUTO SPECTACULAR, Australian Motorsport Club Pty Ltd, Calder Park Raceway Pty Ltd and includes any promoter, participant, race association, sanctioning organisation, official, rescue personnel, pit crew, sponsors, advertisers, car owners or drivers, lessees or licensees or users of the premises used to conduct the Event or Events, premises and Event inspectors, surveyors, underwriters, consultants and other who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Events and each of the directors, officers, agents and employees of any person or entity referred to in this Clause.

'The Event'- means any activity or event taking place at Calder Park Raceway including any activity which involves motor racing, drag racing, practice session or any other Event involving motor vehicles or motorcycles or other associated activities, and includes any future Event.

'Participant'- means the person named below as the participant and each of that person's legal personal representatives, heirs, assigns and next of kin and employees (and specifically includes, where the Participant is a minor, the minor's parent, parents or legal guardian or guardians named below). A Participant may be a visitor to the premises and need not be actively participating in a sporting event.

1. Medical declaration:- I declare that after careful consideration I am not subject to any existing injury, medical condition or treatment that may render me unsuitable for participation in the Event, whether as a driver, passenger, crew member, spectator or in any other capacity.
2. Risks of the Event:- I acknowledge that the risks of participation (which includes passive participation such as spectating or site visits) in the Event include, without limitation, being hit by a vehicle or hitting another vehicle, being hit by debris from vehicles or parts of the track or things on the track, colliding with safety barriers/fencing or other fixed or movable objects, crashing due to the surface of the track, suffering any physical or physiological injury, crashing due to debris on the track, slipping, tripping and falling, injury through acts of violence whether harmful acts committed by persons attending or participating in the Event and the risks specifically include death from any of the above incidents.
3. Statutory limitation of liability:- Section 74 the Trade Practices Act 1974 (Cth) and provisions of the Fair Trading Act 1999 (Vic) and the Fair Trading Act 1987 (SA) imply into contracts for the supply of certain goods and services, warranties that services will be rendered with due care and skill and that goods supplied will be reasonably fit for purpose. Those provisions do not apply to this contract to the extent that they can be excluded insofar as they relate to liability for death, personal injury or property damage or loss from the Event or participation in the Event. In particular:
 - (a) The application of Section 74 of the Trade Practices Act 1974, the Fair Trading Act 1999 (Vic) and the Fair Trading Act 1987 (SA) is excluded and all rights under that section are excluded and all liability of the

Releasee is excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by that section in relation to the supply of recreational services under this Contract to the extent that the exclusion, restriction and modification is limited to liability for death or personal injury.

- (b) The participant acknowledges that the Event constitutes a recreational service within the meaning of Section 68B of the Trade Practices Act 1974 as the Event is a sporting activity or similar leisure time pursuit or other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.
- (c) Warning under the Fair Trading Act 1999. Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form (ie the Releasee) is required to ensure that the recreational services it supplies to you are rendered with due care and skill, are as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances and are reasonably fit for any particular purpose or might reasonably be expected to achieve any result you may have made known to the Releasee. Under Section 32N of the Fair Trading Act 1999, the Releasee is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Releasee under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in 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 Releasee's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

Terms and Conditions of Entry

- 1 The COMPETITOR hereby acknowledges that the Promoter reserves the right to accept or reject entries without assigning a reason.
- 2 The COMPETITOR is the holder or has been the holder of a drivers license (provisional or full valid in the State of Victoria or elsewhere. The COMPETITOR declares that the COMPETITOR has read and understood the Regulations issued for the event, and agrees to be bound by them and the provisions of the Australian Auto Sport Alliance (AASA).
- 3 Prior to participating in the Event, the COMPETITOR may be required to take a breath test. Following a breath test, the Promoter retains the right (at his sole discretion) to restrict the COMPETITOR from the Event.
- 4 The Promoter reserves the right to restrict the COMPETITOR from participating in the Event, in the event that the COMPETITOR'S vehicle does not meet the required safety standards as specified in the regulations. Any decision made by the Promoter in this respect is final.
- 5 The COMPETITOR agrees to accept all directions and decisions made by the Event Management during the course of the Event and all directions and decisions made in this regard are made at the sole discretion of the Event Management and are final
- 6 The COMPETITOR hereby acknowledges that the Promoter reserves the right to vary the program and can at any time cancel or reschedule the Event or any part thereof. In the case of rain or any other Force Majeure event, or the cancelling or rescheduling of the Event, for whatever reason no entry fees will be refunded.
- 7 The COMPETITOR hereby acknowledges that prize money and any other awards will only be payable once the finals have been completed and only to the person or persons determined by the Promoter in his sole discretion to be the winner or winners of the said prize money or awards.
- 8 The COMPETITOR hereby acknowledges that the Promoter may cancel or disqualify the COMPETITOR if the Competitors vehicle or conduct is unsafe or at any time for failure to comply with an instruction of an Official. Any decision made in this regard is made at the sole discretion of the Promoter and is final.
- 9 The COMPETITOR hereby assigns to the Promoter all Intellectual Property Rights in or for the Event, including but not limited to, the exclusive right to photograph, film or portray the COMPETITOR, any accompanying person and any vehicle used by the COMPETITOR. The Promoter may use any photograph, film or portrayal without names or credits as the Promoter, in its absolute discretion, thinks fit.
- 10 The COMPETITOR hereby acknowledges that entries will close at 5:00pm on Friday 26th March, 2010. Entry fees are only refundable if the entry is withdrawn 7 days prior or at the latest of 5:00pm Friday 19th March, 2010, however an administration fee of \$30.00 will apply.
- 11 Only the COMPETITOR & CO-DRIVER (as defined by the Definitions Schedule herein) shall be permitted to drive the vehicle in the Event and under no circumstances will permit or allow anyone other than the COMPETITOR & CO-DRIVER to drive the vehicle in the Event.

Release and Waiver of Liability

- 12 I agree to release and hold harmless the Releasee from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my or the Participant's participation in the Event whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any other way whatsoever.
- 13 I agree to indemnify and hold harmless the Releasee from all claims, damages, losses, injuries and expenses arising out of or resulting from my or the Participant's participation in the Event. This indemnity extends to all claims made by any other person against the Releasee in respect of any injury, loss or damage arising out of or in connection with my or the Participant's participation in the Event.

Miscellaneous

- 14 (a) Agree to comply with all rules and directions made or given by the Releasee in connection with the Event. I understand that if I fail to comply with the rules and/or directions of the Releasee, I may be injured or injury someone else. Further, I understand that I will not be permitted to continue the Event and no refund will be given.
- (b) I agree to report all accidents, injuries or loss or damage sustained by me, to the Releasee before I leave the site on which the Event is performed.
- (c) I agree that if I suffer any injury or illness, the Releasee may provide or arrange evacuation, first aid and medical treatment at my expense.

Execution of Document

- 15 (a) I acknowledge that I have read the document warning me of the risk of my participation (or the participation of the minor) in the Event;
- (b) I fully understand its terms and that I have given up substantial rights by signing the document;
- (c) I sign the document freely and voluntarily without any inducement made to me.

16 Acknowledgements:- I acknowledge that:

- (a) I am the Participant;
- (b) I am being supplied with a recreational service by the Releasee;
- (c) The Event is a dangerous recreational activity, which involves a significant risk of physical harm or death;
- (d) I may be injured or die as a result of my participation in the Event;
- (e) My personal property may be lost or damaged or destroyed as a result of my participation in the Event;
- (f) Other people may cause me injury or may damage my property in the course of my participation in the Event;
- (g) I may cause injury to myself or other persons or damage my property or the property of others in the course of my participation in the Event;
- (h) The natural conditions in which the Event is conducted may vary without warning;
- (i) My participation in the Event is voluntary and I have not been required by the Releasee to engage in the Event;
- (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage;
- (k) The Releasee relies on the information provided by me and I state that all such information is accurate and complete and not misleading in any way.
- (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Event and accept full responsibility for any injury, loss or damage (including death) associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Event;
- (m) I have not relied upon any advice, representations or inducements by or on behalf of the Releasee in deciding to participate in the Event or in deciding to sign this document;
- (n) I have been warned of the risks of the Event;
- (o) Participation in the Event may also involve other risks not noted in this form;
- (p) The Releasee has placed signs around the venue on which the Event is to be conducted warning of the risk of injury and I have read the signs and understand the warnings provided;
- (q) The Releasee has provided me with warnings of the risks associated with the Event and the risks of physical or physiological harm in participating in the Event.

Assumption of Risk

- 17 The COMPETITOR acknowledges that the activities of the Event are dangerous and involve the risk of serious injury and/or death and/or property damage. The COMPETITOR also expressly acknowledges that injuries received may be compounded or increased by procedures of the Event Management including, but not limited to, rescue operations.
- 18 The COMPETITOR hereby agrees that the Release and Waiver of Liability, the Assumption of Risk and Indemnity undertakings contained herein extend to all acts of negligence by the Event Management, including, but not limited to, rescue operations
- 19 The COMPETITOR has very carefully read these Terms and Conditions, in particular, the Release and Waiver of Liability, the Assumption of Risk and the Indemnity clauses contained herein and fully understands them as is evidenced by their signing hereof.
- 20 The COMPETITOR understands that substantial rights have been given up by the undersigned and the COMPETITOR has freely and voluntarily without any inducement, assurance or guarantee being made to the COMPETITOR and with the intention that the COMPETITOR'S signature below is a complete and unconditional release of all liability to the greatest extent allowed by law, executed these Terms and conditions
- 21 Assumption of Risk:- Notwithstanding the significant risks of physical harm, injury and death inherent in the Event, some of which are noted in this document, I agree to participate in the Event solely at my own risk.

For Competitors and Drivers

I/We being the competitor/s and/or driver, certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

I/We declare that I/we have read and understood the Supplementary Regulations issued for the event, and agree to be bound by them and the provisions and regulations of the Australian Auto Sport Alliance (AASA). In exchange for being able to attend or participate in the event (including entering the event), I agree:

- To release the Australian Auto Sport Alliance (AASA), promoters, sponsor organisations, Calder Park Raceway Pty Ltd (land owners) and any lessees, Australian Motorsport Club Pty Ltd organisers of the event, their respective servants, officials, representatives and agents (Calder Park Raceway Pty Ltd) (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law;
- That AASA 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; and
- to attend or participate in the event at my own risk.

I/we acknowledge that:

- the risks associated with attending or participating in the event include the risk that I may suffer harm as a result of:
- motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by AASA and the Associated Entities.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the AASA Personal Insurance Scheme.

Competitors Signature: Date:

Please Print Name:.....

Co-Driver/s signature: Date:

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/ GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I of [Address]

am the parent/ guardian* of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor. I consent to the minor attending/ participating in* the event at his/her own risk.

Signed..... Date.....

Parent/Guardian*

* Delete whichever does not apply

Please make Entry Fee Cheques or Money Orders payable to:

EASTERNATS

PO BOX 682, TOORAK, VIC, 3142

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