

Terms and Conditions

- 1 Acknowledgment:** The Applicant/Guardian (hereinafter “the Rider”) Rider acknowledges that these Terms and Conditions were presented to the Rider at the time of booking and payment for the Sydney Motorsport Park Ride Day, run by Stay Upright Pty Ltd (“Stay Upright”), as well as signed by the Rider upon registration on the day of the event as part of the Registration Form.
- 2 Registration:** On arrival, each Rider must attend the Registration Office to check in. Upon registration and execution by the Rider of the Registration Form, each Rider will be provided with a numbered armband which is linked to their booking.
- 3 Rider Briefing:** The morning Rider Briefing will take place at 8.30am, before the commencement of any track sessions and is compulsory. Riders must sign in for attendance at the Rider Briefing, and will have their registration armbands stamped on conclusion of the briefing to confirm their attendance for the duration of the briefing. Armbands and stamps will be checked at the commencement of each session a Rider participates in. Any Rider who does not have a stamped armband, will not be allowed on the track until they have viewed the safety video briefing which will be available in Garage 50. Once they have viewed the safety video briefing, signed in and had their armband stamped, they will be able to participate in the track sessions. This is not negotiable.
- 4 Groups:** All Riders must book into the correct group for their ability, however it is up to each Rider to ensure they are in the right group. Stay Upright can assist Riders to decide, so if in doubt – contact Stay Upright on 1300 366 640. Any Rider booking into an incorrect group for their riding ability may be forced to sit out sessions awaiting possible availability in a correct group. This will be strictly enforced. There are no transfers or refunds available for missed sessions. If on the day, a Rider feels they are in the wrong group, they should approach the staff in Garage 1 to request a transfer, which will be subject to availability.
- 5 Licensing requirements:** The minimum licence requirement to participate in SMSP Ride Days is a current Provisional Licence (issued by the road transport authority within the Riders state/country), or a Senior Competition known as an MA licence, issued by Motorcycling Australia (MA). Stay Upright does not accept Learner’s Licences or Junior Competition Licences. Should a Learner’s Licence or Junior Competition Licence be presented the Rider will not be able to participate in the booked event and no refunds will be given under any circumstances. Price includes MA day licence. Existing MA licence holders who have paid full will receive a \$20 rebate credited to the card they paid with. It is entirely a matter for the Rider to ensure they have the appropriate license for track days and Stay Upright accepts no responsibility to ensure a Rider has the appropriate license.
- 6 Bike requirements:** The bike used by a Rider must be permitted to be ridden with the class of license that the Rider holds, unless they have an acceptable MA Senior Competition racing licence. If the bike is not permitted to be ridden by the participant due to their class of licence and absence of an MA race licence, the Rider will not be allowed to participate and no refund will be available.
- 7 Weather:** Stay Upright cannot control weather conditions and accepts no responsibility should an event be cancelled due to unforeseen circumstances, including but not limited to, extreme weather. In this event there will be no refunds or transfers, however, Stay Upright will endeavour to provide a replacement day at the venue’s

discretion. If a rescheduled day is offered, there will be no refunds or transfers from the rescheduled day under any circumstances.

- 8 **Bookings non-transferable:** Riders may not hand over their booking to another Rider, in part or in full, at any time during an event.
- 9 **Lap timing devices:** Lap timing devices are strictly prohibited at SMSP Ride Days. In accordance with Stay Upright's track hire agreement, any Riders found utilising such devices may be removed from the event and possibly banned from future events.
- 10 **Drugs and Alcohol:** The consumption of alcohol and use of drugs is strictly prohibited at SMSP Ride Days. Any Rider, mechanic or person assisting a Rider found consuming, or to be affected by, alcohol or drugs will not be permitted to participate in the event. No refunds will be given under any circumstances, and perpetrators risk being expelled from the venue and refused participation in future events. Stay Upright reserves the right to subject Riders to random breath testing and checking for influence of drugs. It is the Rider's responsibility to be in a fit condition to ride on the day. Due to the high concentration requirements, SMSP Ride Days strongly recommends a good night's sleep and abstaining from alcohol and drugs the night before the event. This does not include prescribed medication which is endorsed by the Rider's physician as being non-detrimental to their participation in this activity.
- 11 **Cancellations and Refunds:** Riders may reschedule or cancel their booking (excluding group bookings) provided more than one week (7 days) notice is given prior to the event, and less a \$25 processing fee per position booked. Within one week (7 days) prior to an event no refunds or reschedules will be given. Stay Upright accepts no responsibility if a Rider fails to attend, cannot ride, is unfit to ride, or chooses not to ride in all or part of the day. Regardless of the reason (including, but not limited to, weather conditions, work requirements, motorcycle problems, family crisis and health problems) there are no refunds or reschedules either in part or in full within 7 days of an event. However, Stay Upright will allow a Rider to transfer a position to another Rider, provided the Rider taking the position fits the criteria for the booked riding group, and the day has not started.
- 12 **Scrutineering:** All Riders are responsible for ensuring their motorcycle is in a roadworthy/track-worthy condition and passes scrutineering prior to attending the event. Please refer to the Bike Requirements checklist, although as stated this Checklist is a guide only and each Rider is responsible for the condition of their bike. The scrutineering process does not in any way absolve a Rider from that responsibility and Stay Upright does not, by reason of scrutineering, represent or warrant to a Rider in any way the condition of their bike.
- 13 **Riding Gear:** All Riders are responsible for wearing appropriate riding gear. Please refer to SMSP Ride Days minimum Riding Gear requirements. Note that leathers, helmets, gloves and boots can be hired for the event.
- 14 **Video Recorders:** Video Recorders (GoPro, Sony, etc) are permitted, but must be securely mounted on the bike and tethered to another mounting point in case the first mount fails, in accordance with the Video Recorders Requirements.
- 15 **Equipment:** All Riders are responsible for ensuring any equipment used during SMSP Ride Days is in a safe working condition. This includes all wiring and electrical items being compliant with relevant Australia Standards (this may include having leads tested and tagged). Compressors, generators and other tools and equipment must be maintained and in a safe working condition. Electrical items such as tyre warmers

must be plugged into power boards fitted with RCD (Residual Current Device) protection; double adaptors are not to be used. Stay Upright may request equipment be taken out of use if not considered to meet the above standards.

- 16 **Safe Handling of Fuel:** All Riders are to abide by the Safe Handling of Fuel Guidelines during SMSP Ride Days. Strict guidelines must be followed concerning the amount of fuel permitted in garages (20L per Rider), the suitability of fuel containers (labelled and Australian Standards compliant), and safe refuelling procedures (avoidance of spills and ignition sources).
- 17 **Refusal of Terms & Conditions:** Any Rider who does not agree with the information contained in these terms and conditions, or any other information supplied by Stay Upright, is entitled to a full refund provided they notify SMSP Ride Days within three (3) days of receiving these terms and conditions, and provided the Ride Day is at least 7 days from the date of notification of the refusal to accept these terms and conditions. Any Rider who exercises this right will be unable to book any further SMSP Ride Days unless they agree to accept and abide by these policies. If notice is not received within three (3) days, SMSP Ride Days assumes the Rider agrees to all policies and information and is prepared to abide the policies, terms and conditions contained herein.
- 18 **Risk Acknowledgment:** The Rider knows that motorcycle activity/riding is a dangerous recreation and that participation in the activities of Sydney Motorsport Park Ride Days will expose the Rider to the obvious risk of serious injury or death and damage to property including the property of the Rider, Stay Upright and/or of third parties. This possibility of injury or death can happen because of mechanical equipment failure, the Rider's own actions while riding, track and weather conditions, the actions or failures to act of other people, including other Riders on the track with the Rider, or any combination of these or other factors.
- 19 **Risk Acknowledgment:** The Rider recognises that the Rider may be injured or killed as a result of the Rider's own or someone else's negligence, either active or passive or by an equipment failure of the sort which would permit suit against a manufacturer or supplier on a theory of strict (product) liability.
- 20 **Application to participate:** The Rider hereby applies to the proprietor of Stay Upright its servants, agents, executors, heirs and assigns which includes all employees, tutors, marshals, rescue personnel, agents, contractors or any other associated entity within the meaning of the Corporations Act 2001 to partake at the event herein.
- 21 **Application to participate:** The Rider hereby applies to the owner, manager, person(s), contractors or any other associated entity within the meaning of the Corporations Act 2001 associated with providing access to the restricted area at the venue to Stay Upright to partake at the event herein.
- 22 **Acknowledgement:** The Rider acknowledges and confirms that: -
 - a. The motorcycle used by the Rider is in a roadworthy and safe condition;
 - b. The Rider will wear all reasonable and proper safety equipment and safety apparel;
 - c. The Rider is physically and mentally skilled to partake in the event;
 - d. The Rider has read and accepts these Terms and Conditions.
- 23 **Acceptance of rules, terms and conditions etc:** The Rider promises and undertakes to follow all rules, conditions, directions and signs given or shown to him/her at the event by persons referred to in clauses 20 and 21 above these Terms and Conditions and all rules, conditions and directions, and other requirements set out

on the website and acknowledges that breach of same entitles Stay Upright to exclude the Rider from this and/or future events.

- 24 **Release:** The Rider accepts the use of all equipment furnished to the Rider by Stay Upright “as is,” with any defects, whether apparent or not. The Rider releases Stay Upright and all persons described in clauses 20 and 21 above from any strict or product liability for the Rider’s injury or death or property damage to whomsoever caused.
- 25 **Risk:** In addition, by signing this agreement and participating in the activities as student/ride day participant of Stay Upright, the Rider acknowledges that the Rider is prepared to take the Rider’s chances of injury, death or property damage, and assume the risk that the Rider may be injured or killed or could suffer property damage while participating in the Sydney Motorsport Park Ride Day activities. The Rider engages in the activities concerned entirely at his or her own risk.
- 26 **Safety:** The Rider further acknowledges that the Rider is accepted to partake in the event on the condition that the Rider drives/rides safely and does not risk any person or property.
- 27 **Limitation of Liability:** Any liability of Stay Upright its contractors, agents, employees, successors, assigns and associated entities within the meaning of the Corporations Act 2001 (Cth), whether under the Australian Consumer Law or pursuant to any other rule of common law, statute, equity or otherwise, is excluded to the fullest extent permitted, in relation to the following:
 - a. death;
 - b. a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
 - c. the contraction, aggravation or acceleration of a disease of an individual; and
 - d. the coming into existence, the aggravation, acceleration or recurrence or any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to the individual or community; or
 - ii. that may result in harm or disadvantage to the individual or community.
- 28 **Exclusion of liability:** The exclusion, restriction or modification of liability in clause 27 does not apply to significant personal injury suffered by a person which is caused by the conduct of Stay Upright, its contractors, agents, employees, successors, assigns and associated entities within the meaning of the Corporations Act 2001 (Cth), if those persons are aware or should reasonably have been aware of a significant risk that the conduct could result in personal injury to another person and engaged in the conduct despite the risk and without adequate justification.
- 29 **Privacy:** Notwithstanding the provisions of the Privacy Act or any other Legislation the Rider hereby authorises and directs Stay Upright to provide all information known to Stay Upright about the Rider including a copy of this form, accident reports, statements and any other documentation in possession or available to Stay Upright or any persons referred to in clauses 20 or 21 above to any interested person.
- 30 **Payment:** The Rider further acknowledges that entry to the event is conditional on payment of financial or other consideration as agreed between the Rider and Stay Upright and in case of financial consideration the details are shown in an account/receipt provided/to be provided to the Rider by Stay Upright.
- 31 **Governing law:** Because laws regarding negligence and liability are different from state to state and country to country, the Rider understands and agrees that any legal action involving this release, or its effect, shall be governed by the laws of the State of New South Wales, regardless of the place of injury, death or damage, or the location

of any court in which such action is brought.

32 Acceptance: In consideration of being permitted to compete, officiate, observe, work for, or participate in any way the event(s) or being permitted to enter for any purpose any restricted area (defined as any area requiring special authorisations, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), each Rider for herself/himself, her/his personal representatives, heirs and next of kin agree to be bound by these Terms and Conditions. Any participant who does not agree to accept and abide these policies, or any other information supplied by Stay Upright, is entitled to a full refund (less an \$25 processing fee) provided they notify Stay Upright within three (3) days of receiving these Terms and Conditions, and provided the Ride Day is at least 7 days from the date of notification of the refusal to accept these terms and conditions. Any Rider who exercises this right will be unable to book any further SMSP Ride Days unless they agree to accept and abide by these policies.

33 Twist and Go Program:

- a. You are automatically registered for the Twist and Go Program as soon as you book a SMSP Ride Day – once you book, your benefit potential begins (as per the period below);
- b. Each benefit is only redeemable once in any 12 month period, between January 1 and December 31 of any given year;
- c. The 10 Ride Days you book must all be for your own use ie you cannot book for your friends and count those towards the 10. Your 11th SMSP Ride Day must be redeemed within the same calendar year that you accumulated the 10 eligible ride days. Any Ride Days which you attended at a discount to the full price, are not eligible to be counted towards the 10. This includes ARDC members who obtain discounted ride days. The 11th Ride Day must be a week day;
- d. Five SMSP Ride Days booked at once only incurs a 10% discount if booked in the one name, after 22 March 2017. Those bookings are non-refundable and non-transferrable and can only be booked by phoning the office;
- e. Riders eligible for a Birthday Coffee will be invited to have their wristband stamped at the Riders Briefing. Then simply present your stamped wristband at the Garage Café to receive your free coffee.
- f. The Twist and Go Program will automatically terminate when Stay Upright Pty Ltd's contract with the ARDC to provide the Ride Days at SMSP, is terminated. Stay Upright will not be liable for any outstanding rewards due under the Twist & Go Program at the time of contract termination;
- g. Twist and Go Program benefits only apply to full-priced SMSP Ride Days. Discounted Ride Days (including but not limited to ARDC Member discount, etc) do not qualify for Twist and Go pricing;
- h. Twist and Go Program benefits cannot be used in conjunction with any other offers.