

# PARTICIPANT DECLARATION AND RELEASE

I \_\_\_\_\_ [insert full name]  
of \_\_\_\_\_ [insert residential address]  
driver of \_\_\_\_\_ [insert type and registration of vehicle]  
("the Vehicle"), and any passengers of this vehicle,

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acknowledge and agree that **PNL 4WDriving** has accepted my application to participate in Four Wheel Driver Training ("the Activity") at (insert training area location) \_\_\_\_\_ and surrounds ("the Venue").

In consideration of **PNL 4WDriving** accepting my application for participation in the Activity I acknowledge and agree that:

1. **This document cannot be amended.** If I do amend it my application to participate in the Activity will be null and void. It cannot be accepted by **PNL 4WDriving**.
2. **Warning:** Participation in four-wheel driving in general, and the Activity in particular, can be inherently dangerous. Serious accidents can happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in four-wheel driving and the Activity.
3. **Compliance with Directions:** I will obey and comply with all rules and directions made or given by **PNL 4WDriving** in connection with the Activity and agree that should I fail to obey or comply with such rules or directions that **PNL 4WDriving** reserves the right to discontinue my participation in the Activity, and withhold any fees paid by me to **PNL 4WDriving** for participation in the Activity.
4. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree it is a term of my participation that **PNL 4WDriving** and the Venue are each absolved from all Claims and liability however arising from injury (whether fatal or otherwise) or damage however caused (including by the negligence of **PNL 4WDriving**) arising out of my participation in the Activity.
5. **Release and Indemnity:** I:
  - (a) release and forever discharge **PNL 4WDriving** and the Venue from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Activity; and
  - (b) indemnify and hold harmless **PNL 4WDriving** and the Venue to the full extent permitted by law in respect of any Claim by any person including but not only another participant in the Activity arising as a result of or in connection with my participation in the Activity.

In this agreement "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in the sale of services under section 74 of the Trade Practices Act 1974).

6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Activity. I am not a danger to myself or to the health and safety of others. I will immediately notify **PNL 4WDriving** in writing of any change to my fitness and ability to participate. I have disclosed to **PNL 4WDriving** any pre-existing medical or other condition that may impact upon the risk that either I, or any other person, may suffer injury, loss or damage as a result of my participation in the Activity. I understand and accept **PNL 4WDriving** will continue to rely upon this declaration as evidence of my fitness and ability to participate.

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7. **Notification of injury, loss or damage:** I agree to report any injury, loss or damage that I may suffer during my participation in the Activity directly to ***PNL 4WDriving*** immediately upon becoming aware of such injury, loss or damage.
8. **Vehicle:** I am fully responsible for the road worthiness, registration, insurance and control of the Vehicle, and I warrant that the Vehicle is, to the best of my knowledge, in a road worthy condition, registered and insured in accordance with all government regulations, and that neither ***PNL 4WDriving*** nor the Venue have any responsibility for any Claim, damage or loss arising from the non-compliance with such regulations and the use of the Vehicle in the Activity.
9. **Post Activity Driving:** I am fully responsible for my driving behaviour and performance following completion of the Activity and I agree that ***PNL 4WDriving*** will not be liable for any Claim, damage or loss which may arise at any time following my completion of the Activity, whether such Claim, damage or loss relates directly or indirectly to skills or information acquired by me during the Activity.
10. **First Aid:** I authorise and consent to ***PNL 4WDriving*** to take such steps (at my own expense) as are reasonably necessary to provide evacuation, first aid and / or medical treatment in respect of me if I become injured or ill during my participation in the Activity.
11. I do / do not agree that photos taken and comments made on the feedback sheets may be used for advertising purposes.
12. Circle the appropriate answer and Please **Initial here**. \_\_\_\_\_

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity clauses. I acknowledge that I have signed this form voluntarily without any inducement made to me and I understand that in so doing I have entered into a legally binding agreement with ***PNL 4WDriving***.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Drivers Licence & Personal Details

Number: \_\_\_\_\_ State: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: M / F  
Country of Birth: \_\_\_\_\_ Town/City of Birth: \_\_\_\_\_  
Next of Kin (Name): \_\_\_\_\_ Relationship: \_\_\_\_\_ Contact #: \_\_\_\_\_

## Unique Student Identifier (USI)

Since January 2015 if you have enrolled for Nationally Recognised Training please provide your USI: \_\_\_\_\_,  
otherwise by signing this form you give ***PNL 4WDriving*** permission to Create/Verify/Find a USI on your behalf enabling ***PNL 4WDriving*** to issue your qualification or statement of attainment. The USI Register will notify you of your USI once it has been created.

## Victorian Student Number (VSN)

If you are aged 24 or below at time of enrolment, please provide your Victorian Student Number:  
\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

Are you new to the Victorian Education system or do not have your Victorian Student Number?

Yes, I am new to the Victorian Education System. I have never attended a Victorian school, TAFE or other training provider.

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## Privacy Clause

I understand that the information I have provided in support of my application is necessary for the provision of the four-wheel driver training to me by ***PNL 4WDiving***. I acknowledge and agree that the information will only be used in conjunction with services directly associated with the provision of driver training to me by ***PNL 4WDiving***. I understand that I will be able to access my information through ***PNL 4WDiving*** upon request. If the information is not provided my application to participate in the Activity may be rejected. I also consent to provide the medical information requested of me in support of my application.

## SCHEDULE 3 - Regulation 6

### WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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** if you are killed or injured because the services provided were not in accordance with these guarantees, 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 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 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.