

TRACK USER AGREEMENT – OPEN TEST DAY TERMS AND CONDITIONS

1. General

- 1.1 All persons using the Mike Pero Motorsport Park (“the Track”) may do so for the purposes of practice, testing and training only.
- 1.2 Track limits must be observed at all times:
 - 1.2.1 The full Track is F.I.A. rated for 50 users;
 - 1.2.2 Track A- Tri-oval circuit is F.I.A. rated for 32 users; and
 - 1.2.3 Track B- Western circuit is F.I.A. rated for 32 users
- 1.3 All Drivers have equal rights when using the Track.
- 1.4 All Drivers, Observers and Passengers must comply at all times with the Canterbury Car Club (“CCC”) Track Supervisor and the Track Hazard Bulletin Board.
- 1.5 CCC reserves the right to stipulate which circuit or circuits will be available for use on any day.
- 1.6 CCC reserves the right to remove any Driver, Observer or Passenger from the Track who breaches these terms and conditions.
- 1.7 No refunds will be paid in the event of an accident or any other incident which prevents or delays use of the Track.
- 1.8 No Driver, Observer or Passenger is permitted to use the Track under the influence of alcohol or drugs.
- 1.9 No alcohol is permitted on the Track and surroundings areas except in the licensed bar area.

2. The Vehicle

- 2.1 The Driver of the vehicle warrants that the vehicle is mechanically sound, operates within the circuit noise level requirements, and in appropriate condition to be driven on the Track.
- 2.2 The Driver agrees that they will indemnify the CCC for any costs incurred in their breach of the allowable noise requirements under the Raceways Noise Management Plan (RNMP)
- 2.3 Single seater vehicles and sports cars, motorcycles and saloon cars may not use the Track at the same time except where the track supervisor deems otherwise.
- 2.4 All vehicles (excluding motorcycles) must carry fire extinguishers.
- 2.5 A Passenger can only be carried in a vehicle with full homologated certified roll protection
- 2.6 All vehicles (including motorcycles) must carry a working transponder. These can be hired from the motorsport park office.

3. The Driver

- 3.1 The Driver warrants that he/she will comply with the terms and conditions of this agreement.
- 3.2 The Driver warrants that he/she will drive within his/her capabilities.
- 3.3 All Drivers must be at least 12 years of age. Drivers between the age of 12 and 16 years must hold a Motorsport New Zealand Competition Licence.
- 3.4 If the Driver sees a Red flag, the Driver will return to Pit Lane immediately to discuss the reason for the Red Flag with a track official.
- 3.5 If the Driver sees a Red flag, the Driver will slow down and be prepared to stop suddenly while immediately returning to Pit Lane.
- 3.6 Safety helmets and racing overalls/leathers must be worn by the Driver at all times while on the Track.
- 3.7 The Driver must wear a seatbelt while in the vehicle.

4. Observer

- 4.1 The Driver must have an Observer watching the vehicle on the Track at all times.
- 4.2 All Observers must be at least 18 years of age.
- 4.3 The Driver warrants that the Observer will comply with the terms and conditions of this agreement.
- 4.4 In the event of an accident or other incident affecting other Track users the observer must immediately raise the red flag and inform the CCC Track Supervisor.

5. Passenger

- 5.1 The Passenger warrants that they will comply with the Terms and Conditions of this agreement.
- 5.2 Safety helmets and racing overalls/leathers must be worn by the Passenger at all times while on the Track.
- 5.3 All Passengers must wear a seatbelt while in the vehicle.
- 5.4 All Passengers are the responsibility of the Driver and must be 12 years of age and older.

6. Use of Track

- 6.1 All vehicles must travel in an anti-clockwise direction around the Track.
- 6.2 The Drag return road may not to be used at any time.
- 6.3 The Dipper may not to be used except by arrangement with the CCC Track Supervisor.
- 6.4 The infield is out of bounds to all Track users.
- 6.5 Noise levels from vehicles may not exceed 95db at all times.
- 6.6 The Track hours are 9am to 5pm unless prior arrangements have been made with the CCC Track Supervisor.
- 6.7 Any damage to the Track or facilities (including oil spills) are to be reported to the CCC Track Supervisor immediately.
- 6.8 CCC reserves the right to recover from the Driver costs or expenses inclusive for any damage to the Track caused or created by the Driver, Observer or Passenger.

7. Use of Pit Lane

- 7.1 Only vehicles listed in this agreement are permitted to use pit lane.
- 7.2 The Driver will observe speed limits imposed at all times in pit lane.
- 7.3 Trailers and/or support vehicles are not permitted in pit lane.
- 7.4 No person shall be permitted to sit on the Pit Wall.
- 7.5 Children under the age of 16 are not permitted in Pit Lane unless they are a Driver or Passenger and have signed a Track User Agreement.
- 7.6 Pit Lane shall be kept clean and tidy at all times.

8. Acknowledgement

- 8.1 The Driver, Observer and Passenger acknowledge that motorsport is a high-risk activity and that they use the Track at their own risk.
- 8.2 The Driver, Observer and Passenger indemnify CCC from and against all losses, actions, claims costs, expenses or demand incurred as a result of a breach of the terms and conditions of the agreement or any damage caused to the Track, any vehicle or other property
- 8.3 The Driver, Observer and Passenger indemnify CCC from and against all losses, actions, claims, costs, expenses and demands in respect to death of or injury to any person using the Track or in its surrounding areas.