



Kart West Pty Ltd

PARTICIPANT'S AND PARENT/GUARDIANS ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations **or those of the Minor for whom you are responsible**. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of Kart West Pty Ltd.

The Participant/**The Minor**:

**If Minor then declare
the Parent/Guardian
Relationship**

Address of the Participant/**The Minor**:

Telephone No. of the Participant/**The Parent/Guardian**:.

The Business: *(Kart West Pty Ltd, including, Members, Trustees, Licensed Holders, Officials, Volunteers and Employees, Secretariat.*

.....

The Activity :

The Risks of the Activity :*(fully set out the risks of the particular activity)*

- Risk of being hit by a kart
- Risk of being hit by debris from a kart
- Risk of being burnt
- Risk of crashing a kart into safety barriers & fencing
- Risk of crashing due to the surface of the track
- Risk of crashing due to debris being on the track
- Risk of slipping and falling due to the surface of the pits, track or restricted areas
- Risk of crashing into another kart
- Risk of crashing due to mechanical failure of the kart
- Risk of another kart crashing into my kart

Medical Disclosure: *(fully set out the participant's medical or other conditions that may be relevant to the performance of the Activity)*

.....
.....
.....

ACKNOWLEDGEMENT

1. I acknowledge that:

- (a) I am the participant/**I am a parent or guardian of the Minor**
- (b) **I/The Minor** am/**is** being supplied with a recreational service by the Business.
- (c) The Activity is a dangerous recreational activity which involves a significant risk of physical harm.
- (d) **I/The Minor and Parent/Guardian** may be injured in performing the Activity.
- (e) The natural conditions in which the Activity is conducted may vary without warning.
- (f) **My/The Minor and Parent/Guardian** participation in the Activity is voluntary and **I/we** have not been required by the Business to engage in the Activity.
- (g) **I/The Minor and Parent/Guardian** have disclosed any pre-existing medical or other condition that may affect the risk that either **I/The Minor and Parent/Guardian** or any other person will suffer injury, loss or damage.
- (h) The Business relies on the information provided by me/**The Minor and Parent/Guardian** and **I/The Minor and Parent/Guardian** state that all such information is accurate and complete.
- (i) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my **/The Minor and Parent/Guardian** judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my **/The Minor and Parent/Guardian** judgment, physical ability or capacity to safely participate in the Activity.
- (j) This document records the entire agreement between the Business and **I/The Minor and Parent/Guardian** in relation to the Activity and my participation in it.
- (k) **I/The Minor and Parent/Guardian** have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
 - (i) participate/**allow the Minor to participate** in the Activity; and
 - (ii) sign this document.

RISK WARNING

- 1. **I/The Minor and Parent/Guardian** acknowledge that **I/we** have been warned of the Risks of the Activity.
- 2. **I/The Minor and Parent/Guardian** acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1.
- 3A. The Business has placed signs around the site on which the Activity is to be performed warning of the risk of injury. **I/The Minor and Parent/Guardian** have read the signs and understand the warnings provided.
- 3B. The Business has provided me with oral warnings of the Risks the Activity and the risks of physical harm in participating in the Activity.

ASSUMPTION OF RISK-PHYSICAL INJURY and DEATH

1. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I/**The Minor and Parent/Guardian** agree to participate in the Activity at my own risk.

WAIVER, RELEASE AND INDEMNITY

1. "I/**The Minor and Parent/Guardian** agree that the provisions of Competition and Consumer Act 2010(Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded other than the extent to which those provisions allow the providers of recreational services to contract out of the implied warranties in so far as they relate to liability for physical injury or death from the Activity".
2. I/**The Minor and Parent/Guardian** agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any physical injury or death of **The Minor and Parent/Guardian** or any other person arising from or in connection with my participation in the Activity whether such physical injury or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the physical injury or death was caused solely by the negligence of the Business, its servants, employees or agents.
3. I/**The Minor and Parent/Guardian** agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages and expenses arising out of or resulting from my/**The Minor and Parent/Guardian** participation in the Activity. This indemnification extends to all claims made by/**The Minor and Parent/Guardian** and any other person against the Business, its servants, employees or agents in respect of any physical injury or death arising out of or in connection with my/**The Minor and Parent/Guardian** participation in the Activity, other than where the physical injury or death was caused solely by the negligence of the Business, its servants, employees or agents.

MISCELLANEOUS

1. I/**The Minor and Parent/Guardian** agree to report all accidents or injuries sustained by me to the Business before I leave the site on which the Activity is performed.
2. I/**The Minor and Parent/Guardian** agree to comply with all rules and directions made or given by the Business in connection with the Activity. I/**The Minor and Parent/Guardian** understand that if I/**we** fail to comply with the rules and/or directions of the Business, I/**The Minor and Parent/Guardian** may be injured or injure someone else. Further I/**The Minor and Parent/Guardian** understand that I/**we** will not be permitted to continue the Activity and no refund will be given.
3. I/**The Minor and Parent/Guardian** accept the recommendation from the Business to include ambulance cover in my private health fund agreement
4. I/**The Minor and Parent/Guardian** agree that if I/**we** suffer any injury or illness I/**we** agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

.....
Signature of Participant and Parent/Guardian

ASSUMPTION OF RISK-PROPERTY LOSS and/or DAMAGE

Notwithstanding the significant risks of property loss and/or damage inherent in the Activity, some of which are noted below, **I/The Minor**

- (a) **My/The Minor's and Parent/Guardian** personal property may be lost, damaged or destroyed in performing the Activity.
- (b) Other people may cause me/**The Minor and Parent/Guardian** injury or may damage my/**The Minor's and Parent/Guardian** property in the course of performing the Activity.
- (c) **I/The Minor** and **Parent/Guardian** may cause injury to other persons or damage their property in performing the Activity.

I /The Minor and Parent/Guardian ACKNOWLEDGE THAT HAVE READ THIS FORM AND THAT IT HAS BEEN EXPLAINED TO ME/US. I/The Minor and Parent/Guardian FULLY UNDERSTAND ITS TERMS AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I/The Minor and Parent/Guardian SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME/US.

.....
Signature of Participant/**Parent/Guardian**

.....
Signature of The Minor

.....
Witness name

.....
Witness' signature

.....
Witness' address

.....
Date