



## DISCLAIMER FORM

### Exclusion of Liability, Indemnity, Release and Voluntary Assumption of Risk Agreement.

This Agreement is between..... (“**Invitee**”) and the Australian Karting Association Ltd trading as Karting Australia and its affiliates\* (“**KA**”).

In consideration of being permitted to enter ..... (“**Venue**”) and participate in recreational activities conducted at the Venue, in the capacity of ....., the Invitee acknowledges and agrees:

1. KA is in the business of providing recreational services that relate to the sport of go karting, including official and private practice, come and try days, demonstrations, displays and race competition (“**Business**”).
2. By entering the Venue the Invitee is at risk of death or of suffering personal injury (both physical and psychological) or loss and damage to property (“**Harm**”) arising from KA conducting its Business.
3. Possible causes of Harm include, but are not limited to: being hit by a go kart or debris from a go kart, a go kart crashing into another go kart (including your go kart if you are a driver), a go kart crashing into safety barriers and fencing or driving off the circuit, debris on the circuit, you or another slipping and falling at the Venue, mechanical failure of a go kart or failure of a structure installed on the Venue, acts of violence or other harmful acts (whether intentional or inadvertent) committed by others at the Venue.
4. The Invitee releases and indemnifies KA and holds it harmless with respect to all liability for my death, personal injury and all other loss and damage, including damage to my property howsoever arising, except to the extent prohibited by law.
5. The Invitee voluntarily entered the Venue at its own risk and knows that go karting is a potentially dangerous activity. The Invitee will not, whilst on the premises, consume or otherwise take in substances or do things that will adversely affect the Invitee’s physical or mental ability, capacity or judgement.
6. If the Invitee participates at the Venue in the capacity of a driver or pit crew, the Invitee declares that it has read and understood the KA Rules and the Supplementary Regulations issued for the day.
7. The Invitee has disclosed on this form any medical condition which may affect the Invitee’s physical or mental ability, capacity or judgement.
8. KA reserves the right to refuse the Invitee, without limitation, entry to the Venue and at any time may withdraw its consent for the Invitee to remain at the Venue.
9. Before signing this form the Invitee has read and fully understands its meaning and that the Invitee, by signing this form, may be giving up important legal rights.

#### **WARNING – AUSTRALIAN CONSUMER LAW AND OTHER LEGISLATION**

Under the Australian Consumer Law, 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 the Australian Consumer Law and in some states, other legislation, 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 other legislation 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.

**If you do not understand this form, or do not agree to be bound by the provisions of this Agreement, you should not sign it and thereafter should forthwith leave the Venue.**

**DISCLAIMER FORM**

**SIGNING PAGE**

**I accept the conditions of this Agreement and acknowledge the risks arising from me entering and remaining at the Venue.**

Name: ..... Licence No: ..... (If applicable)

Signature: ..... Date: .....

**Invitee’s Medical Disclosure**

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.....

(Fully set out any medical condition which may affect the Invitee’s physical or mental ability, capacity or judgement.)

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***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 Disclosure Form 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 entering the Venue and participating in recreational activities conducted at the Venue at his/her own risk.

Signed..... Date .....  
Parent/Guardian\*\*

\*\* Delete whichever does not apply

\* Affiliates of KA include, but are not limited to its Ordinary Members (organisations including Karting (New South Wales) Inc, Karting (WA) Inc, Victorian Karting Association Inc, Australian Karting Association (SA) Inc, Karting Tasmania Inc, Australian Karting Association (NT) Inc, Australian Karting Association Queensland t/as Karting Queensland), associate members, provisional members, life members, honorary members, temporary members, Committee members, Trustees, License Holder, Officials, Instructors/Coaches, Employees and Volunteer workers, the CEO and the Board of KA promoters, sponsors and owners and lessees and licensees of the land, organisers and respective servants, officials and agents.