

The Hedley Family Trust Trading As Karting In Paradise PTY. LTD. Lot 16 Peachy Road, Ormeau Qld 4207

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ACTIVITY: GO KART HIRE (hereinafter referred to as "EVENT(S)")

NOTE: Section 74 of the Trade Practices Act ("The Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded. Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:-

1. Acknowledges, agrees and represents that he/she enters and he/she further agrees and warrants, that if at any time, he/she feels anything to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, track owners, officials, car owners, go-kart and equipment owners, drivers, pit crews, rescue personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purpose as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST they may incur arising to of or related to the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT(S), whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law as of the State/Territory in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

BY SIGNING HEREUNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS LICENCE AGREEMENT/DISCLAIMER AND DECLARE I HAVE NOT CONSUMED ALCOHOL AND OR DRUGS THAT AFFECT MY DRIVING PRIOR TO KARTING.

PRINT IN BLOCK LETTERS (DRIVER)

First Name..... **Surname**.....

STREET..... **SUBURB**..... **STATE**..... **P/CODE**.....

COUNTRY..... **Phone No**..... **Email**.....

Date..... **D.O.B**..... **Sign here**

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD DRIVERS

I, being the parent/guardian of the abovenamed confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the abovenamed, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that neither ACKRA, promoters, participants, sanctioning organizations or any subdivision thereof, track owners, officials, car owners, go-kart and equipment owners, drivers, pit crews, rescue personnel, any persons promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the abovenamed or by me in or being present at the Event except for any rights the abovenamed or I may have arising under the Trade Practices Act 1974 (Cth) (or similar State legislation).By signing hereunder I confirm having read and understood the contents of this disclaimer.
PRINT IN BLOCK LETTERS

Name.....Signed.....

Address Phone.....

Dated.....day of Year.....
(in words) (month)

HOW DID YOU HEAR ABOUT US?

Please tick appropriate box

- HOT TOMATO Stone Brothers Racing WEB SITE WORD OF MOUTH PRIME TELEVISION
- TOUR DESK 90.9 SEA FM YELLOW PAGES OTHER

The Hedley Family Trust Trading As Karting In Paradise Pty Ltd may provide your personal information to Telstra Corporation Ltd. This information may be used by Telstra to contact you in the near future. If you don't want to hear from Telstra about their products and services just tick this box.