

INDEMNITY AND RELEASE OF LIABILITY ('the Release')

Gold Coast Motor Sport Training Centre Pty Ltd T/A Xtreme Karting (hereinafter referred to as **GCMTC**) includes its officers, agents, employees, sponsors, owners/lessees of the premises, officials, drivers, pit crews, safety inspectors, underwriters, representatives, advertisers, promoters, and contractors or any third party consulted and contracted to provide advice on safety procedures or provide recommendations, directions or instructions.

Customer refers to the undersigned, his/her personal representatives, legal heirs and next of kin.

Activities refers to the operation of go karts, participation and observation of go kart racing against other individuals, entering into go kart competitions and all related activities.

The *Competition and Consumer Act 2010 (Cth)* ('the Act') includes guarantees that cannot be excluded by law. Section 60 provides that where services are supplied a consumer, there is a guarantee that the services will be rendered with due care and skill. In consideration for being permitted to participate, observe, officiate, compete or otherwise be involved in the Activities undertaken at **GCMTC**, and subject to the provisions of the promissaries contained within the Act, I, the Customer:

1. Acknowledge that I have read this Agreement and have been advised to strictly comply with the safety requirements of **GCMTC**, and further acknowledge that I have been **specifically warned and instructed not to participate in the Activities** if I have, or have ever had, a **spinal or head injury, impaired vision, seizure disorder, spatial awareness impairment or am pregnant**, and that by engaging in the activities I could exacerbate the above conditions and/or **cause serious and irreversible further damage to myself including death**. By participating in the Activities, I promise that I have not had, nor have, any of the above conditions.
2. Acknowledge and understand the Activities are **very dangerous and involve the risk of damage to property, serious injury and/or death**, and are undertaken **solely at my risk**, and the I hereby assume any and all responsibility and **risk of bodily injury, death and damage to property** that may or does arise out of or related to the Activities, howsoever caused.
3. Agree to release, waive, discharge, indemnify and hold harmless **GCMTC** from **any and all liability** to me for any and all **loss or damage arising from injury** to me, my property or resulting in my **death** arising out of the Activities, and covenants not to sue, claim, or demand any compensation for such loss or damage, howsoever caused.
4. Specifically promise and undertake to **comply with all safety rules, track rules and reasonable directions of GCMTC**, including but not limited to **undertaking compulsory safety briefings, acting reasonably and in consideration for the safety of other Customers when participating in the Activities**, and acknowledge that failure to do so may result in increase in **risk of bodily injury, death or damage to property** and will result in immediate expulsion from the Activities.
5. Acknowledge and understand that the Activities are undertaken **solely at my risk**, and I further understand and promise that if, at any time, I feel that the Activities are unsafe, I will **immediately** withdraw from the situation and advise an agent or employee of **GCMTC** of my concerns.
6. Specifically promise that I have **not consumed any alcohol**, nor taken any **mind altering substances or any medication, prescribed or otherwise**, that may result in impairment of my ability to safely participate in the Activities.
7. Acknowledge and understand that the risks associated with the Activities may be caused or increased by the negligence of **GCMTC**, participants in the Activities and other third parties. I acknowledge that the go karts are controlled by individual drivers, who are **capable of making mistakes and intentionally causing harm to others**. I expressly promise and agree that this Release extends to such negligence and is intended to release **GCMTC**, participants and third parties from liability from ANY loss or damage suffered HOWSOEVER caused, and is intended to be as broad and all inclusive as possible subject to the provisions of the Act and the applicable laws of the particular State or Territory in which the Activities are undertaken.
8. Acknowledge and agree that should any part of this Release be considered to be void and/or unenforceable that the invalid provision shall be severed and the remainder of the Release shall maintain full legal force and effect.

I hereby acknowledge that I have read and understand the terms of this Release. I understand that by signing this Release I am waiving substantial rights. I promise that I have signed this Release freely and voluntarily, without any intervention, inducement or assurance from GCMTC or any third party. I acknowledge that I have been encouraged to seek legal advice prior to signing this Release and by doing so I am indicating acceptance of the terms of this Release.

Name: _____ Date of Birth: ____/____/_____

Signature: _____ Email Address: _____

Date: ____/____/_____ Address: _____

PARENT/GUARDIAN CONSENT FOR CUSTOMERS UNDER 18 YEARS OLD

I, being the parent/guardian of the customer, confirm that I have read the whole of this Release and have undertaken any and all further actions to fully understand the Activities in which the Customer will be participating, and consent to the Customer participating in the Activities. I provide such consent with the knowledge that the Activities are **very dangerous** and involve the **risk of damage to property, serious injury and/or death**, and agree to indemnify and hold harmless **GCMTC** from any loss or damage arising or suffered by the Customer or myself relating to the Activities to the extent possible subject to the provisions of the Act and any relevant State/Territory legislation.

Name: _____ Date of Birth: ____/____/_____

Signature: _____ Address: _____

Date: _____