

DARWIN KART HIRE PTY LTD

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ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions ask your Darwin Kart Hire Pty Ltd representative.

Participant's Name _____
Participant's Address _____
Participant's Date of Birth _____

ACKNOWLEDGEMENT OF RISK, INJURY AND OBLIGATIONS

I acknowledge that go kart activities is a dangerous recreational activity and by participating in it I am exposed to certain risks.

I acknowledge and understand that whilst participating in go kart hire:

- 1) I may be injured, physically or mentally, or may be killed, or my personal property may be lost or damaged
- 2) Other persons participating in go kart hire may cause me injury or may damage my property, or I may cause injury to others persons or damage their property
- 3) The condition in which the activity is conducted may vary without warning
- 4) I assume the risk of and responsibility for any injury as pointed out by staff members of Darwin Kart Hire Pty Ltd that the go karts have dangerous moving parts and hot parts as these go karts are designed for racing and the responsibility for any injury, death or property damage resulting from participating in go kart hire is solely mine

RELEASE AND INDEMNITY TO DARWIN KART HIRE PTY LTD and the venue owners or associated kart clubs

In consideration of the acceptance of my payment for participating in go kart hire I agree to release and indemnify Darwin Kart Hire Pty Ltd, the Land Lords or associated kart clubs and acknowledge that:

- 1) I participate in the activity of go kart hire at my sole risk and responsibility
- 2) I release, indemnify and hold harmless Darwin Kart Hire Pty Ltd, associated kart clubs, property owners, employees and agents, from and against any actions or claims which may be made by me or by other parties for or in respect of, or arising out of, any injury, loss, damage or death caused to me or my property whether by negligence, breach of conduct or in any way whatsoever

I ALSO AGREE THAT in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against Darwin Kart Hire Pty Ltd in respect of that injury or damage

Before signing this document I have read and understand it and know that it affects my legal rights

SIGNED _____ DATE _____

WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE: I,

Parent/Guardian's Name _____

Parent/Guardian's Address _____

being the parent/guardian of the abovenamed participant in this acknowledgement release and assumption of risk:

HEREBY ACKNOWLEDGE AND AGREE:

- 1) I am over 18 years of age
- 2) I have read the whole of this document and understand it
- 3) I am consenting for the person named in this document and understand it
- 4) I consent to the person named in this acknowledgement release and assumption of risk participating in the activity of go kart hire
- 5) I am aware of the risk, danger and obligation set out in this acknowledgement release and assumption of risk

IN CONSIDERATION OF the person named in this acknowledgement release and assumption of risk being accepted to participate in go kart hire I agree to release and indemnify Darwin Kart Hire Pty Ltd and in the same manner and to the same effect and extent as if I were the person first named in the acknowledgement release and assumption of risk and the person participating in the go kart hire.

SIGNED PARENT/GUARDIAN _____ DATE _____