

## **Express assumption of risk, complete waiver and agreement not to sue, and indemnity agreement**

**Note: These terms and conditions affect your legal rights. It is therefore important that you read and understand them.**

The use by you, and/or any minors you are responsible for, of the electric go-karts and/or the facilities at the Power Kart Race Raceway premises at 125 Canberra Avenue, Griffith, in the Australian Capital Territory (ACT) ("the premises") is undertaken by you in accordance with the rules and conditions displayed throughout the premises and subject to the terms and conditions set out below.

**Power Kart Raceway (ACT) Pty Ltd ACN 162 679 512 (Power Kart Raceway)** is a supplier of **recreational services**, as defined in the Australian Consumer Law as applied in the Australian Capital Territory through the *Fair Trading (Australian Consumer Law) Act 1992* (ACT). The recreational services provided by Power Kart Raceway include the use of electric go-karts, the use of the premises and its surrounds and other associated activities associated with the use of the electric go-karts not limited to being the driver of or passenger of an electric go-kart on the track at the premises.

1. By signing this form, purchasing a ticket for using an electric go-kart, or using the facilities at, the Power Kart Raceway premises you are deemed to agree to these conditions.
2. Power Kart Raceway, its employees, directors and agents are not liable to you, your dependants or legal representatives for personal injury or death suffered by you because the recreational activities were not supplied with due care and skill or not being reasonably fit for purpose or for breach of any other of the consumer guarantees as applied in the Australian Capital Territory through the *Fair Trading (Australian Consumer Law) Act 1992* (ACT), or due to the negligence, breach of contract or statute or statutory duty by Power Kart Raceway.
3. You acknowledge that using electric go karts is dangerous with many inherent risks and a consequence personal injury and sometimes death can occur and you voluntarily assume on your own behalf, and on behalf of any minors for which you are responsible, and accept all such risks and waive your right, the right of any minors for which you are responsible and any rights of yours or their heirs and assigns, to sue Power Kart Raceway for any personal injury or death in any way whatsoever caused by or arising from participation in the recreational services offered by Power Kart Raceway.
4. **WARNING:** If you participate in the activities as set out above, your rights to sue Power Kart Raceway if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the manner set out at paragraphs 2 and 3 above.

**NOTE:** The change to your rights, as set out in this document or sign, 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 the act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See the Australian Consumer Law as applied in the Australian Capital Territory through the *Fair Trading (Australian Consumer Law) Act 1992* (ACT).

5. You cannot use the electric go-karts if you are under 6 years of age unless you are supervised at all times by a parent or a responsible adult guardian.
6. You cannot use the electric go-karts if you are less than the **minimum height of 124 centimetres for the junior electric go-karts**.
7. The **weight limit** for an individual electric go-kart driver is **120 kilograms**. If you have weight-related issues you should consult your health services provider and obtain written medical clearance before obtaining permission from Power Kart Raceway to use the electric go-karts.
8. You *must* be in good health and free from any adverse medical conditions to use the electric go-karts. For safety reasons, pregnant women, people with pre-existing health conditions or people wearing casts on their limbs or neck braces are not permitted to use the electric go-karts.
9. You agree to pay the cost of and you authorise Power Kart Raceway to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including obtaining medical treatment for you and your transportation to a medical facility.
10. You agree to pay for *any* damage to the premises and/or electric go-karts caused by you or by any minors for whom you are responsible.
11. You agree that Power Kart Raceway may display a photo of you temporarily online as part of the live timing feature or for marketing purposes.
12. You will comply with all signs or other directions while you are at the premises of Power Kart Raceway. Power Kart Raceway may suspend or cancel your use of the electric go-karts in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct on your part. In particular you agree that:
  - a. Mobile phones will not be used by you while you are using the electric go-karts;
  - b. Food or drink will not be consumed by you while using the electric go-karts;
  - c. Smoking, consumption of alcohol and chewing gum is not permitted anywhere on the premises;
  - d. You will *not* be under the influence of drugs and/or alcohol when using the electric go-karts;
  - e. Electric go-kart racing can result in injury or death as a result of collisions and contact with persons, karts, barriers and fixed objects, and
  - f. You will obey all directions of Power Kart Raceway employees, directors and agents when using the electric go-karts and/or any other facilities at the premises.
13. This agreement is governed by the laws of the Australia Capital Territory, the Courts of which shall have exclusive jurisdiction, and

- a. If any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal effect.

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Signature of Guardian (if user of electric go-kart is under 18 years of age)

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Full Name (printed)

.....  
Name of minor (printed)

Address:

Contact number:

Date:

.....  
Signature of user of electric go-kart

.....  
Full Name (printed)

Address:

Contact number:

Date of Birth:

Racer Name:

Form of identification:

Sighted by staff: yes/no