

PORT MELBOURNE GO KARTS PTY LTD
50 Salmon Street Port Melbourne 3207 Tel – (03) 9646 6015

TERMS AND CONDITIONS OF ENTRY

Port Melbourne Go Karts Pty Ltd (trading as Auscart Racing, A.C.N. 130 596 468) whose registered office is situated at 4 /6 Atherton rd Oakleigh 3166, in the State of Victoria (hereinafter called "Port Melbourne Go Karts ") agrees to hire to the hirer whose name, address and signature appears below and to permit the Hirer to use its karts, services and facilities upon the terms and conditions hereinafter appearing.

The Hirer:

1. Agrees that the driving of go-karts is inherently dangerous and may lead to either death or injury. The Hirer voluntarily agrees to voluntarily accept all risks and danger prior to, during and subsequent to the driving of go-karts, including damage or injury caused by other drivers.
2. Agrees to use Port Melbourne Go Karts Pty Ltd services and facilities or occupy the premises and surrounds of 50 Salmon Street, Port Melbourne and any part of it at their own risk and release to the full extent permitted by law, Port Melbourne Go Karts Pty Ltd, and its staff, agent, invitees and licensees of Port Melbourne Go Karts Pty Ltd and each of them from all liabilities whatsoever arising (including but not limited to any negligence or breach of control) resulting from any accident, loss, damage or injury to the hirer or its his or her staff agents, sub-contractors, invitees, licensees or permittees.
3. Agrees to inform management to any pre-existing health conditions, including, any physical limitations or medical conditions, including but not limited to neck weakness, back weakness, recent surgery, broken bones, heart conditions, nervous disorders, motion sickness and epilepsy. Management recommends that pregnant women should not race.
4. The hirer by this agreement indemnifies Port Melbourne Go Karts Pty Ltd and agrees to keep Port Melbourne Go Karts Pty Ltd always indemnified in respect of all loss, damage, consequent loss and damage claimed by any person against Port Melbourne Go Karts and legal fees or consultants fees which Port Melbourne Go Karts may suffer or incur and all money which Port Melbourne Go Karts may become liable to pay any person in respect of or arising directly or indirectly out of any act, default or omission on the part of the Hirer or its his or her employees, servant, agents, invitees, licensees and/or permittees.
5. Agrees to abide by the rules and regulations established by Port Melbourne Go Karts Pty Ltd from time regarding the use and facilities and services of Port Melbourne Go Karts and shall comply with all lawful directions of Port Melbourne Go Karts as are given from time to time.
6. Grants permission to Port Melbourne Go Karts and their agents to utilise the Hirers image or likeness incidental to any photographic record live or recorded video displayer or any other transmission or reproduction in whole or in part, in any way which Port Melbourne Go Karts or such authorised person sees fit.
7. Agrees that Port Melbourne Go Karts may for any reason whatsoever terminate this agreement and require the hirer to leave the premises. The Hirer agrees to abide by the directions of Port Melbourne Go Karts and leave the premises when directed to do so.
8. The expression "the Hirer" shall mean the Hirer or that referred to herein and his legal personal representative. The Hirer acknowledges that the terms and conditions hereof have been made available to the Hirer and that the Hirer has read and understood the same prior to entering into this agreement and acknowledges such by signing hereunder.
9. The hirer will accept responsibility and pay for all deliberate damage caused to Karts and Equipment used by the Hirer at cost.
10. Port Melbourne Go Karts Pty Ltd refuses the right of entry any patron on the grounds of intoxication. Port Melbourne Go Karts Pty Ltd Policy on Liquor is that all drivers must be under 0.05 Blood Alcohol Concentration before racing. Any Participants who do not obey these regulations will not be allowed to race.
11. The hirer must be a minimum of 13 years of age. Minors under the age of thirteen (13) are not allowed to drive as they are not covered under Port Melbourne Go Karts Pty Ltd public liability.
12. The hirer must be approximately 145cm to 200cm tall to be able to operate the go-kart. This is subject to the patron being able to safely fit and operate the go-kart in accordance to Port Melbourne Go Karts Pty Ltd safety rules and regulations. Inner seats are available on site for smaller framed persons.
13. For stability of the go-kart, the hirer is to weigh below approximately 145kg, subject to correct and safe fitment into the go-kart. Patrons can visit Port Melbourne Go Karts Pty Ltd at the above address for fitment and driver evaluation.

BY SIGNING THIS INDEMNITY FORM, THE HIRER FULLY UNDERSTANDS THE CONTENTS OF THIS DISCLAIMER AND DECLARES THAT THEY HAVE NOT CONSUMED ANY ALCOHOL PRIOR TO GO-KARTING AT PORT MELBOURNE GO KARTS PTY LTD.

PLEASE PRINT IN BLOCK LETTERS

Driver's Name: _____ **DOB:** ____/____/____

Company Name: _____ **Email:** _____

Address: _____

Phone No: _____ **Mobile No:** _____ **Arrival Time:** _____

Signed: _____ **Date:** ____/____/____