

# PORT MELBOURNE GO KARTS PTY LTD

50 Salmon Street Port Melbourne 3207 Tel – (03) 9646 6015

## TERMS AND CONDITIONS OF ENTRY

### PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD DRIVERS



I..... Being the parent/guardian of.....

DOB:...../...../..... Address:.....

Phone No:..... Mobile: .....

Function Date: .....

Confirm that I have read the terms and conditions of this document for entry to Port Melbourne Go Karts. I give permission for the minor to race at Port Melbourne Go Karts, 50 Salmon street, Port Melbourne 3207 and take liability for the death or any bodily injury, damage or loss which may be suffered or incurred by the above participant or by me in or being present at the Event except for any rights the above participant or I may have arising under the trade Practices Act 1974(Cth). I also confirm that the minor is 13 years of age or older, between 145cm and 200cm of height, and under the weight of 145kg to meet the requirements of racing. These requirements are subject to the Hirer being able to safely fit and operate the go-kart.

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 ride the karts.
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 0.05 Blood Alcohol level before racing . Any Participants who do not obey these regulations will not be allowed to race

Signed .....

Date: ...../...../.....