

WAIVER OF LIABILITY

EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT.

IT IS **IMPORTANT** THAT YOU READ THIS DOCUMENT THOROUGHLY AND UNDERSTAND THE CONDITIONS BEFORE SIGNING – **IT AFFECTS YOUR LEGAL RIGHTS**

(Driver Full Name)

(Address)

(Date of Birth)

(Contact Number)

(*Email Optional)

NOTE: If driver is under 18 years of age, a Parent or legal Guardian must complete section on the back of this page.

HI VOLTAGE KARTS PTY LTD, ACN 604 738 516 (Hi Voltage Karts) operating at 25-31 Business Park Drive, Ravenhall, Victoria (“the premises”) is providing recreational services which includes the use of electric go karts, the use of the premises and its surrounds, and which are not limited to being the driver or passenger of a go kart.

Hi Voltage Karts will ensure that the facilities are operated with due care and skill and that the equipment and facilities will be suitable for the purpose for which they are used.

By signing this document you agree that you use the equipment, services and facilities provided by Hi Voltage Karts in accordance with the rules and conditions displayed throughout the premises and the following terms and conditions;

I AM AWARE OF THE FOLLOWING

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| <p>1.1 Go karting is a potentially DANGEROUS activity and may result in SERIOUS INJURY, including death.</p> <p>1.2 The go karts provided by Hi Voltage Karts operate at speeds of up to 90km/h.</p> <p>1.3 Zero tolerance (0.00 BAC). Don't drink and drive. Hi Voltage Karts operates a strict drug and alcohol policy. Furthermore, the consumption of alcohol is not permitted anywhere on the premises.</p> <p>1.4 The use of mobile phones, and consumption of food and drink is not permitted within the track confines.</p> <p>1.5 I must be a minimum height of 125cm to use the junior go karts, and 150cm to use the adult go karts.</p> <p>1.6 The maximum weight limit for an individual go kart driver is 130 kilograms.</p> | <p>1.7 For safety reasons, pregnant women, and people with certain pre-existing health conditions are not permitted to use the karts.</p> <p>1.8 Hi Voltage Karts reserve the right to refuse me, without limitation, entry to the premises and at any time may withdraw its consent for me to remain in and/or return to the premises.</p> <p>1.9 If any Hi Voltage Karts staff member has any doubts about my ability to drive, or believe that I may be under the influence of either alcohol or drugs, then I will not be permitted to drive a go kart.</p> <p>1.10 All go kart drivers must be 8 years of age, or older. Any go kart driver aged 8-17 must be accompanied by a parent or legal guardian aged 18 years or older, who provides their express consent to the said driver engaging in the activity of go kart driving.</p> |
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I AGREE TO THE FOLLOWING

- 2.1 **I VOLUNTARILY ASSUME ALL RISKS** involved in or arising from my use (whether in accordance with these terms or conditions or otherwise) of any go kart, equipment, services and facilities provided to me by Hi Voltage Karts, including without limitation, the risk of death, bodily injury or property damage.
- 2.2 **I AGREE** that I have read that I shall comply with all the rules and safety instructions provided by any Hi Voltage Karts employee or agent, including these terms and conditions, as well as any signs displayed on the premises. If I do not fully understand any such instruction, I will ask a manager for an explanation to my satisfaction. I further agree and acknowledge that any use by me of any go kart, equipment, service or facility provided to me by Hi Voltage Karts shall amount to a representation that I have read and understood all rules and safety instructions, including these terms and conditions, as well as any signs displayed on the premises.
- 2.3 **I AGREE** to pay the cost of, and authorise Hi Voltage Karts to take all steps it considers reasonably necessary to protect or ensure my welfare in the event of an incident or personal injury occurring at the premises, including, but not limited to, obtaining medical treatment and/or transportation to a medical facility for me and/or any minor(s) for whom I am responsible.
- 2.4 **I AGREE** that I am responsible for, and that I shall immediately pay for any damage caused to the premises, go karts, equipment, facilities and/or personal property of any other person caused by me or any minor(s) for whom I am responsible.
- 2.5 **I AGREE AND HEREBY GRANT PERMISSION** to Hi Voltage Karts and their agents and employees to use my image or likeness, in whole or in part, in any marketing or promotion material whatsoever.
- 2.6 **I AGREE, ACKNOWLEDGE, WARRANT AND REPRESENT THAT I AM NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL.** I further agree and acknowledge that Hi Voltage Karts operates under a strict zero tolerance alcohol and drug policy. I agree to comply with a breath test administered by Hi Voltage Karts' staff at any time and that my refusal to do so may result in Hi Voltage Karts refusing me the right to drive or use any other service provided. I agree that my blood alcohol content revealed by any breath test must be 0.00, and acknowledge that Hi Voltage Karts will refuse me service if this is not the case.
- 2.7 **I WARRANT AND REPRESENT THAT I AM IN GOOD HEALTH** and free from any pre-existing health or medical conditions which may prevent me from safely operating the go karts or any other relevant equipment. I further agree and represent that I do not participate in the activity of go karting contrary to the advice, diagnosis or similar of an appropriately qualified medical person and, further, that I have advised Hi Voltage Karts of any such pre-existing medical condition prior to executing this form.
- 2.8 **TO THE FULLEST EXTENT ALLOWED BY ANY APPLICABLE LAW, I HEREBY RELEASE HI VOLTAGE KARTS,** its directors, employees, agents, partners, affiliates, landlords, and event sponsors from any and all liability to me, or any third party for any loss, injury or damage, howsoever arising out of or in conjunction to my use or similar of the good and/or services (including, but not limited to driving go karts) provided by Hi Voltage Karts, including that which arises from the negligence of Hi Voltage Karts.
- 2.9 **I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS HI VOLTAGE KARTS,** and its directors, employees, agents, partners, affiliates, landlords, and event sponsors and agree to continue to keep the same always indemnified in respect of any loss, claim, cost, liability and/or demand made by any other person, arising howsoever in conjunction to my use or similar of the goods and/or services (including, but not limited to driving go karts) provided by Hi Voltage Karts and/or my failure to comply with the terms of this document, including any breach of representation or warranty.

By signing this form, you will be agreeing that your rights to sue the interested parties listed in section 2.8 under the Australian Consumer Law and other legislation if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. If you do not understand this form, or do not agree to be bound by the provisions of this Agreement, you should not sign it and thereafter should forthwith leave the premises.

I ACKNOWLEDGE THAT I HAVE READ AND CLEARLY UNDERSTOOD EACH OF THE CONDITIONS.

(Driver Signature)

(Date)

LEGAL GUARDIAN SECTION: Must be completed for driver's under 18 years of age ("Minor")

I, _____
(Print full name of parent/guardian)

of _____
(Address)

ACKNOWLEDGE THAT;

- 3.1 I am at least 18 years of age and I am the parent/legal guardian of the minor listed on this form ("the minor").
- 3.2 I have read and understand the contents of this form, including the exclusion of liability and assumption of risk, and have explained the contents to the minor.
- 3.3 I warrant and declare that the information provided is true.
- 3.4 I consent to the minor entering the premises and participating in recreational activities at his/her own risk.
- 3.5 The liability waivers and indemnities provided in Sections 2.8 and 2.9 of this document extend to the minor's use of the goods and/or services and/or facilities of or provided by Hi Voltage Karts.

(Parent/Guardian Signature)

(Date)