

Indemnity form

TO PLEASE GIVE US YOUR NEATEST WRITING IN COMPLETING THE AGREEMENT



Daywing Pty Ltd
ABN 83 050 329 461

200 PICTON RD PICTON NSW 2571
PO BOX 760 PICTON NSW 2571

T 0246 773 330
F 0246 773 383

E:info@pkt.net.au
W:www.pkt.net.au

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DEFINITIONS

1. "The Company" means Daywing Pty Limited ABN 83 050 329 461 trading as Picton Karting Track of 200 Picton Road, Maldon and includes all directors, officers, agents, employees, licensees and sub-contractors of the Company.
2. "Activities" means hiring and use of the Company's go-karts, track hire for the use of privately owned karts, the use of all services and facilities offered at the track by the Company and includes attendance at the Track for the purpose of go-kart racing or otherwise.
3. "The Track" means the Picton Karting Track being the whole of the land known as 200 Picton Road, Maldon NSW and including all buildings and other structures upon such land.

IN CONSIDERATION of the Company consenting to me competing in, officiating at, observing, working at or participating in any way in the activities,

I (Full Name Please Use Block).....
 Of (Address).....
Suburb:.....P/code:....

 Mobile: Next of Kin Name:Next of Kin
 Mobile:.....

Occupation:..... Employer:..... **DOB:** Check by
 Age:

for myself, my personal representatives, heirs, successors and assigns, hereby:

1. **Agree to abide** by all terms and conditions and rules and regulations established by the Company from time to time regarding participation in the activities.
2. **Agree to follow** all directions given to me by the Company whilst I am at the Track.
3. **Agree that if**, at any time, I feel anything to be unsafe, I will immediately advise the Company and stop participating in the activities.
4. **Acknowledge** that the activities are very dangerous and involve the risk of serious injury and/or death and/or property damage and further acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Company.
5. **Agree to assume** all risks in and about participation in the activities and hereby release, waive and discharge the Company from all liability and responsibility to me in connection with any and all damages, claims, rights and causes of action of whatever kind based on any injury, disability or death to myself or damage to any of my property arising directly or indirectly out of my participation in the activities or any other cause whilst I am at the track, whether or not the said injury, disability, death or damage is caused by any negligence on the part of the Company.
6. **Agree to indemnify** the Company and keep it indemnified in respect of any legal liability, loss, claim, judgment, demand, right or proceeding in respect of any injury or damage whatsoever arising out of any statute or at common law to any other person or property which may result directly or indirectly from any use or attempted use at any time by me or any vehicles, services or facilities of the Company.

- 7. **Agree to be liable** for and to assume all risk of loss, damage or injury to any person or property by reason of the condition of any of the said go-karts, services or facilities used by me or the use, management or control or operation thereof.
- 8. **Agree that this Release and Waiver of Liability**, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Company and is intended to be as broad and inclusive as is permitted by the laws of the State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 9. **Agree that this Release and Waiver of Liability**, Assumption of Risk and Indemnity Agreement is continuing and further agree to be bound by the terms and conditions herein on each and every occasion on which I attend the Track for whatever purpose from the date hereof.
please turn over page to continue



Daywing Pty Ltd
ABN 83 050 329 461

200 PICTON RD PICTON NSW 2571
PO BOX 760 PICTON NSW 2571

T 0246 773 330
F 0246 773 383

E:info@pkt.net.au
W:www.pkt.net.au

I CONFIRM THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I ALSO CONFIRM THAT I AM NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL WHILST KARTING/DRIVING AND WILL WATCH AND LISTEN TO THE SAFETY VIDEO AND ABIDE BY ALL INSTRUCTIONS GIVEN TO ME PRIOR TO PARTICIPATING IN THE EVENT, AND I AGREE TO PAY FOR ANY MALICIOUS DAMAGE MADE TO KARTS AND EQUIPMENT.

.....
Check by	Check by	Check by
Drivers Signature Number	Date	Drivers M/V Licence

Would you like to be added to our mailing list to receive information on upcoming events, special offers and happenings.....yes / no

Adult Guardian's Details, only complete if driver is under the age of 18 years.

Note: Require Consent and Indemnity by Guardian if Driver is Under 18 years

I,(name).....
.....
of(address).....
.....
Phone number, being the parent/guardian of
..... (the driver)
hereby consent to the driver participating in the activities and using the facilities and services of the Company. In consideration of the Company providing such activities, facilities and services upon the terms and conditions above, which I have read and understood, I hereby agree to be liable for and to indemnify and keep indemnified the Company

against all loss, damages, costs and expenses whatever suffered or incurred by the Company as a result of any actions or failure to act or behavior whether negligent or otherwise of the driver and including loss, damage, costs and expenses sustained by the Company and directly or indirectly caused by the driver's breach of any of the terms and conditions above.

I further authorise the Company in respect of any accident, injury or illness sustained by the driver to obtain all necessary medical assistance and hospital accommodation and in this respect I agree to pay all hospital and doctors fees and expenses incurred on the driver's behalf such to be paid to the Company on demand. In the event of any emergency necessitating the performance or an urgent surgical operation upon the driver, I hereby authorise such operation and the administration of an anaesthetic, provided that such medical treatment is administered by a fully qualified medical practitioner.

.....
Signature of Parent/Gardian
.....

<p><i>Office Use Only</i></p> <p>Licence Number:</p>
