



**ADRENALINE SPORTS (QLD) INDEMNITY**

IN CONSIDERATION OF Adrenaline Sports (Qld) Pty Ltd (ACN 105718634), a company duly incorporated in accordance with the laws of Australia, trading as Adrenaline Sports (Qld) (with its employees, agents, licensees, contractors, subcontractors, subsidiaries, related or associated companies, landlord, associates and assignees called "Adrenaline Sports (Qld)")

- providing me with Adrenaline Sports (Qld) membership number.....;
- consenting to me taking part in go-karting and supplementary activities; and
- consenting to me using its karts and other facilities now and in the future,

I, Mr/Mrs/Ms..... of (Address).....

Date of Birth..... Proof of ID provided: birth certificate, passport, Medicare card, drivers licence, other

Phone Number ..... Email .....

Next of Kin/Emergency Contact Name..... Phone for next of Kin.....

(As invited today by.....) \* Insert name of Corporate/Social Group

for myself and my executors, administrators and assigns **ACKNOWLEDGE AND AGREE** to comply with all terms and conditions contained in this agreement and any other terms and conditions as otherwise notified to all drivers by means of visible notices affixed at the Adrenaline Sports (Qld) premises:

1. Go-karting is a dangerous activity. By applying for membership and consent from Adrenaline Sports (Qld) to take part in the go-karting and supplementary activities at the premises I am exposing myself to the risk of physical harm.
2. By engaging in go-karting and supplementary activities I am voluntarily assuming all risks associate with go-karting and supplementary activities.
3. Many of the risks to which I am exposed whilst go-karting are obvious to me, as they would be to any reasonable person. If an obvious risk eventuates while I am go-karting, I acknowledge that as a matter of law I have no right to claim compensation.
4. I agree to comply with all terms and conditions, rules, regulations, instructions, and training made or given by Adrenaline Sports (QLD).
5. I release Adrenaline Sports (Qld) from and agree not to sue Adrenaline Sports (Qld) in connection with any and all claims, damages, actions, suits or costs I might otherwise be entitled to make as a result of suffering injury or death or incurring damage to any of my property while I am at the premises regardless of how that injury, death or loss happens and even if that injury, death or loss can be attributed to the any of the following (which is not an exhaustive list):
  - the negligence, recklessness, or carelessness of any other person, including but not limited to Adrenaline Sports (Qld);
  - the design, constructions, condition, adequacy or suitability of the karts, equipment, tracks, services, land, building, carparks, paths, gardens or other improvements or facilities at the premises;
  - any error or inadequacy in training or instructions that I or anyone else have been given, or in any rules, regulations or procedures implemented by Adrenaline Sports (Qld)
  - damage or injury resulting from interaction with fauna and flora at the premises;AND I will accept liability for and indemnify and keep indemnified, Adrenaline Sports (Qld) against those claims, damages, actions, suits, or costs.
6. I accept liability for and will indemnify and keep indemnified, Adrenaline Sports (Qld) against any claims, damages, actions, suits, or costs arising from any injury or death to any person and any loss of or damage to any property which arises out of my negligence, recklessness, or other action while I am at the premises.
7. I acknowledge that Adrenaline Sports (Qld) have the right to revoke their consent to me using the facilities for any reason. I will promptly leave the premises if asked to do so by Adrenaline Sports (Qld).
8. I authorize Adrenaline Sports (Qld) to take photographs and film of me while I am at the premises and use and reproduce any such photograph or film for any purpose including commercial advertising.
9. I authorize Adrenaline Sports (Qld) to use the information about me in this agreement and any other information which is collected about me by Adrenaline Sports (Qld) for any purpose
10. I accept liability for and will indemnify and keep indemnified, Adrenaline Sports (Qld) against any claims, damages, actions, suits, or costs arising from any loss of or damage to any private property including mobile phone, helmet, or racing gear. I use them at my own risk, and I assume all responsibility for any loss or damage, any claims, damages, actions, suits, or costs arising from any injury or death to any person and any loss of or damage to any property which arises out of my use.

**I WARRANT THAT ALL THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT IS TRUE AND CORRECT & THAT I HAVE READ EACH OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND UNDERSTAND THE EFFECT OF EACH TERM AND CONDITION.**

Signature of New Applicant ..... Date .....

**ADULT GUARDIAN CONSENT AND INDEMNITY (if Driver under 18 years old proof of identity)**

I,..... Of (Address)..... Relationship to Driver .....

Contact Phone: ..... Proof of relationship provided: birth certificate, passport, Medicare card, other

I request Adrenaline Sports (Qld) to let the new applicant ..... take part in go-karting and supplementary activities and I give my consent to the Driver doing so. I exchange, I confirm that I have read and understand this agreement and on behalf of the Driver, I make the acknowledgements, enter into the agreements, and give the authorizations and warranties contained in it. I also agree to personally accept liability for and to indemnify and keep Adrenaline Sports (Qld) indemnified against any claims, damages, actions, suits, or costs brought by the Driver against Adrenaline Sports (Qld) or brought against Adrenaline Sports (Qld) which arise out of the Driver's or my own negligence, recklessness, or other action.

Signature of Guardian ..... Date ..... Email.....

**DEFINITIONS:** 'Go Karting' -means the activity of go karting at the premises of the business known as Adrenaline Sports (Qld) ('the premises') and includes the use of all karts, track, equipment, services, and facilities which relates in any way to the activity of go karting.  
'Supplementary Activities'- means anything which occurs at the premises and includes but is not limited to specialized lessons and activities and the use of all equipment, services, amusements, land, buildings, carparks, paths, landscaped areas and other improvements, facilities, and activities at the premises other than go karting.