

### ADRENALINE SPORTS (QLD) INDEMNITY

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

- 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, pa | assp | ort, Medicare card, drivers licence, other |
| Phone Number                       | Email                                       |      |  |
| Next of Kin/Emergency Contact Name |   | Pho  | one 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 gokarting and supplementary activities at the premises I am exposing myself to the risk of physical harm.
- 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 (QId) 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 <u>WARRANT</u> 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,.....Relationship to Driver .....

| 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 confi | rm that I have read and understand this agreement and on behalf  |
| of the Driver, I make the acknowledgements, enter into the agreements, a     | and give the authorizations and warranties contained in it. I also   |
| agree to personally accept liability for and to indemnify and keep Adrenali  | ne Sports (Qld) indemnified against any claims, damages,   |
| actions, suits, or costs brought by the Driver against Adrenaline Sports (C  | Real Number 2018 |
| the Driver's or my own negligence, recklessness, or other action.            |  |

#### Signature of Guardian ...... Date ......

Date ..... Email.....

DEFINITIONS: <u>'Go Karting'</u> -means the activity of go karting at the premises of the business known as Adrenaline Sports (QId) ('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. <u>"Supplementary Activities'</u> 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.



# **New Driver Safety Induction**

## Tick the box to indicate that you understand these instructions.

| I am wearing appropriate footwear and clothing to protect myself from injury.  |
|--|
| I will wait for the staff to direct me to the waiting area to fit my balaclava and helmet.   |
| I will keep my seatbelt fastened until directed to exit the kart   |
| The left pedal is the brake. I will use the brake to avoid contact with other karts.   |
| I will not deliberately hit other karts.   |
| The right pedal is the accelerator. I will not press both pedals at once.  |
| If I have an accident, I will not get out of my kart or try to push myself free from the barriers. I will wait for assistance from the track staff.  |
| When the yellow traffic light is switched on, I will slow down and use caution. I will avoid staff on the track helping another driver.  |
| $\Box$ When the red traffic light is switched on, I will move carefully to the side of the track and stop. I will avoid staff on the track assisting other drivers in the event of an emergency. |
| I will drive safely and carefully at all times.  |
| I will follow instructions from the track staff.   |
| I will move aside for faster drivers.  |
| At the end of my ride, I will slow my kart and enter the pit area VERY SLOWLY. I will wait in my kart until directed to exit the pit area.   |
|  |

I have read and completed the above New Driver Safety Induction Instructions and understand my responsibilities.

| New Driver Signature: Date: |  |
|-----------------------------|--|
|-----------------------------|--|