

IN CONSIDERATION OF **OZ-E Kart Pty Ltd** (ACN 120 074 562), a company duly incorporated in accordance with the laws of Australia, trading as OZ-E Kart (with its employees, agents, licensees, contractors, subcontractors, subsidiaries, related or associated companies, associates and assignees) hereinafter referred to as **OZ-E Kart** agreeing to :



## MEMBERSHIP APPLICATION AND INDEMNITY

- provide me with license 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, with the above three considerations constituting "Membership"

I, Mr/Mrs/Ms.....

of .....

Date of Birth..... and now aged..... years.

Phone Number.....

Email .....

Next of Kin..... Phone for next of Kin.....

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 OZ-E Kart premises I also acknowledge the risks referred to in this Membership Application and Indemnity:

1. I acknowledge Gokarting is a dangerous activity. By applying for membership and consent from OZ-E Kart to take part in the gokarting and supplementary activities at the premises I am exposing myself to the risk of physical harm.
2. By engaging in gokarting and supplementary activities I agree to voluntarily assume all risks and dangers including but not limited to the risk that I may be injured, physically or mentally, or may be killed; that other persons participating in gokarting may ride dangerously or with a lack of skill; that I may be hit by a kart; that I may be hit by debris from a kart; that I may be burnt; that I may crash into another kart or safety barrier or fencing; that I may crash due to the surface of the track; that I may crash due to debris being on the track; that I may crash due to mechanical failure of the kart; that another kart may crash into my kart.  
Acknowledging that this is not an exhaustive list, I am fully aware that I may be injured, physically or mentally, or may be killed whilst engaging in gokarting or any activities supplementary to gokarting including observing gokarting or being on the premises and I voluntarily assume all the risks associated with gokarting and supplementary activities on the premises.
3. **I INDEMNIFY** OZ-E Kart against any claims, damages, actions, suits, losses, costs or expense (whether arising under statute, common law or otherwise) for negligence, personal injury, physical trauma, death, property damage, or infringement of any third party rights that arise as a result of any act, matter or thing done, permitted or omitted to be done by me, any third party or by OZ-E Kart or which is in any way connected with OZ-E Kart or my presence at the premises;  
**AND I RELEASE**, will release and hold harmless OZ-E Kart from all liability to me for any claims, damages, actions, suits, losses, costs or expenses (whether arising under statute, common law or otherwise) from negligence, personal injury, physical trauma, death, property damage, or infringement of any third party rights that arise as a result of any act, matter or thing done, permitted or omitted to be done by me, any third party or by OZ-E Kart or which is in any way connected with OZ-E Kart or my presence at the premises.
4. I acknowledge that OZ-E Kart has placed signs around the premises warning of the risk of injury and which advise some of the matters that contribute to safe karting and I have read those signs and understand the warnings and instructions provided.
5. Notwithstanding the risks inherent in participating in karting and supplementary activities I am participating in karting at my own risk.
6. I agree that the provisions of Section 74 of the *Trade Practices Act 1974 (Cth)* and any similar State legislative provisions (which provide for an implied warranty that services be rendered with due skill and care or that any material supplied in connection with those services will be reasonably fit for the purpose) are excluded and do not apply to this contract.
7. I declare that I am and must be medically and physically fit to participate in karting. I advise that I have no medical or physical impediment to me participating in karting.
8. I acknowledge this agreement may be assigned by OZ-E Kart and consent to any such assignment.
9. Should a term of this agreement not comply with or contravene the law of the relative jurisdiction under which any legal action is taken, such terms are severable and do not invalidate the remaining terms of this agreement.

**I WARRANT THAT ALL THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT IS TRUE AND CORRECT & THAT I HAVE THOROUGHLY READ THE AGREEMENT AND UNDERSTAND THE POSSIBLE CONSEQUENCES OF ME PARTICIPATING IN KARTING AND SIGNING THIS AGREEMENT.**

.....  
Signature Date

### **ADULT GUARDIAN CONSENT AND INDEMNITY (if Driver under 18 years old)**

I, Mr/Mrs/Ms.....

Of .....

.....(relationship to Driver)

request OZ-E Kart let the abovenamed minor take part in gokarting and supplementary activities and I give my consent to the minor doing so. I confirm that I have read and understand this agreement and on behalf of the Driver, I provide all of the acknowledgements, agreements, indemnities, releases, and declarations set out in this document to enable the abovenamed minor participate in gokarting I have all necessary legal status to provide this consent and understand OZ-E Kart is relying on the matters set out in the request to allow the abovenamed minor to participate in gokarting. I also agree to personally accept liability for and to indemnify and keep OZ-E Kart indemnified against any claims, damages, actions, suits or costs brought by the Driver against OZ-E Kart or brought against OZ-E Kart which arise out of the Driver's negligence, recklessness or carelessness.

.....  
Signature of Guardian Date

### **Definitions:**

'Gokarting' – means the activity of gokarting at the premises of the business known as OZ-E Kart (the 'premises') and includes the use of all karts, tracks, equipment, services and facilities which relate in any way to the activity of gokarting.

'Supplementary Activities' – means anything which occurs at the premises and includes but is not limited to the use of all equipment, services, amusements, being a spectator to gokarting or remaining on the premises

'premises' means any premises at which OZ-E Kart operate and includes any land, building, carparks, paths, landscaped area and improvements and facilities at the premises