Prior to karting at **[CENTRE NAME]**, all drivers must first read the following pages thoroughly and complete all questions in full. We reserve the right to exclude from participation anyone who does not provide complete and truthful answers.

The information you provide is used to ensure that your karting experience is as safe as possible, and may be referred to in the event of an accident, illness or medical emergency. False, misleading or omitted information may lead to an unsafe or unenjoyable experience for you, and at worst could result in injury, illness or even death.

Please be assured that we will not disclose your private information to anyone (with the only exception being in the event of a medical emergency as outlined below), and we will not store your financial details in any way once payment has been received.

**DISCLAIMER**

Although our staff are all proficient in administering basic first aid, they are not medical professionals and cannot provide advanced medical advice or medical care. Karting is a form of motorsport – it involves travelling at relatively high speeds with multiple other karts on the track at the same time, and as such it carries an inherent risk of serious injury.

You may need to seek proper medical care if you sustain any injuries whilst karting or you develop pain after leaving the centre. **[CENTRE NAME]** will not be held liable for any medical costs that you incur during or following your karting session.

Everything within our centre, including the layout of the track, the design of the carts and the mandatory safety protocols that all of our staff follow and enforce, is done with a primary focus on risk mitigation. Although we can never 100% guarantee your safety due to the inherent risks we have mentioned, we do everything in our power to minimise the risks by adhering to the following principles:

* Regular maintenance of all karts, safety equipment and tracks by suitably qualified and experienced mechanics and maintenance staff. Karts and equipment are replaced immediately if maintenance or repair is insufficient.
* All staff and marshals are trained in the latest first aid and safety practices.
* Safety protocols and general procedures are tested and reviewed regularly, and tweaked in circumstances where we believe it will enhance the safety of our centre and of our patrons.
* Any patron who does not comply with the conditions set out in the **Responsibilities of the Customer** section of this form will be either refused entry to the centre, or will be ordered to leave the premises.
* Karting sessions will not proceed if marshals or staff deem that the weather, environmental conditions or some other unforeseen circumstances could adversely impact the safety of patrons.
* Children **12 years of age and under** will only be permitted to enter if they are under the direct supervision of a parent/guardian.
* This waiver form must be completed by a parent/guardian for each patron **under the age of 18**.
* Unfortunately we must enforce certain **height and weight restrictions** on participants to ensure your safety and the safety of other patrons. The height limit is a **minimum of** **150cm**, and the weight limit is a **maximum of** **130kg**. These restrictions are purely related to health and safety and are determined by the limitations of the karts. There will be **strictly** **no exceptions** to these rules.
* Poor behaviour will not be tolerated under any circumstances. Any patron not following the rules or refusing to follow the directions of marshals or staff will be escorted from the premises.

If you have any doubts about whether karting is suitable for you, or you have any concerns regarding an existing medical or physical condition and how this might impact your ability to participate, please seek advice from a qualified medical professional such as your GP or surgeon prior to attending **[CENTRE NAME]**.

If we assess that your safety may be at risk due to a pre-existing or potential medical/physical condition, we may insist that you provide a letter from your GP or surgeon giving their approval for you to participate.

Please understand that these measures have been put in place for your safety and wellbeing – we will never exclude anyone from participating unless we feel that it is in your best interest to do so.

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**Name:**

**Address:**

**Phone:**

**Email:**

**DOB:**

**Height:**

**Weight:**

**Emergency Contact Name & Number:**

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**Do you suffer from any medical conditions or illnesses (e.g. high blood pressure, asthma, migraines, dizziness, heart conditions, cancer, poor circulation, blood clots, etc)? If ‘Yes’, please provide details regarding each condition:**

**Do you regularly take any type of medication (either prescription or over-the-counter)? If ‘Yes’, please provide details:**

**Are you pregnant, or is there a possibility that you might be pregnant?**

**Have you had any serious injuries in the last two years? If ‘Yes’, please provide details:**

**Have you ever had any surgeries? If ‘Yes’, please provide details:**

**Are you required to wear glasses when you drive?**

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As stated above, there is a requirement that all questions on this form are answered, and that you fully disclose any information that is requested within. If any relevant information is withheld, the form is not completed in full, or the information that is provided raises any concerns regarding your health, safety or wellbeing, we reserve the right to refuse your participation unconditionally.

If you are not of at least **18** **years of age**, you may only be considered for participation if a parent or legal guardian who is at least **18** **years of age** signs the waiver form on your behalf. In doing so, this person is accepting and agreeing to all conditions stipulated within this document on your behalf.

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**ACKNOWLEDGMENT OF RISKS**

During my visit to **[CENTRE NAME]**, I will receivesome instruction and advice regarding optimal driving techniques, safety precautions, how to operate the karts and equipment correctly and how to safely navigate the tracks. I acknowledge that such advice or information is provided by **[CENTRE NAME]** in an effort to assist me, and to comply with all health and safety regulations.

This instruction is intended to provide participants with a basic understanding of correct karting techniques and safety protocols, but does not guarantee the elimination of accidents or the potential for injury. I acknowledge that karting involves high speeds and is potentially dangerous, and that there is always an inherent risk of injury when participating.

I confirm that the staff of **[CENTRE NAME]** have made me fully aware of the possible risks associated with go karting, and I confirm that I will not hold **[CENTRE NAME]** responsible for any injuries that I sustain as a result of my participation. I acknowledge that by signing this form I am accepting these risks and am choosing to participate regardless, and I am aware that I can cease participation at any time.

I agree to abide by all rules, conditions and safety precautions in place at **[CENTRE NAME]**. I accept that it is at the discretion of marshals and centre staff to cancel activities, refuse entry to patrons, or prohibit patrons from participating in an activity if they believe that there is a good reason to do so.

I am aware that this release form, which contains my personal information, my responses to specific questions, and my signed agreement to waive liability, will be held on record by **[CENTRE NAME]**. I am also aware that this document may be referred to if I am involved in any type of accident or medical emergency whilst at **[CENTRE NAME]**, and it may be presented to medical professionals in the event that I require emergency medical treatment.

I have answered all questions asked on this form truthfully and completely, and I have provided complete and honest details regarding any pre-existing medical conditions, injuries, disabilities, or physical limitations that I suffer from and/or that I am aware of. I confirm that to the best of my knowledge, I have not withheld any information of this nature.

Whilst it is unlikely that I will suffer any injuries or other adverse reactions to my session at **[CENTRE NAME]**, I do acknowledge that there is a degree of risk involved when karting and that there is the potential for injury, illness or even death, as well as a risk of loss or damage to my personal property. Such risks could arise from a faulty or malfunctioning kart or equipment, actions of the staff, my own misuse of the kart or equipment, the location itself, the actions of other drivers, natural disasters or extreme weather conditions, and other potential risks.

If any medical issues arise as a result of me having an accident or being injured whilst karting at **[CENTRE NAME]**, any medical costs incurred will be at my own expense, regardless of whether or not I followed the marshal’s advice correctly. **[CENTRE NAME]** will not be held liable for any costs or inconveniences that arise as a result of, but not limited to, any of these scenarios.

I acknowledge that I have had sufficient time and opportunity to seek independent legal advice regarding this form and its contents prior to my signing it and effectively entering into a contract with **[CENTRE NAME]**.

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**Signature of Participant/Parent/Guardian Date**

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**RESPONSIBILITIES OF THE DRIVER / PATRON**

Prior to your karting session, all drivers must participate in a short (10 minute) briefing by one of our marshals regarding our safety requirements, responsible operation of our karts, and our rules and expectations regarding driver behaviour and track etiquette. You will not be permitted on the track if you refuse to attend this session.

If you cause any harm to another driver or patron, or cause damage to another patron’s property, you will be held personally liable. **[CENTRE NAME]** will not be held liable for any injuries, theft or damage caused by one patron against another. We will not hesitate to contact the police if we believe that it is warranted and necessary.

A helmet must be worn at all times once you enter the track area. Anyone not wearing their helmet on or around the track will be asked to leave the area and will not be permitted to drive.

Enclosed footwear must be worn at all times. Any loose articles of clothing or jewellery must be removed prior to operating a kart.

Anyone who is seen repeatedly colliding/making contact with other drivers and their karts, or driving irresponsibly or dangerously, will be asked to leave the track and will not be permitted to participate any further. We have a strict **no tolerance** policy on this matter - the safety and enjoyment of all patrons is our number one priority.

By signingthis form and attending a session at **[CENTRE NAME]**, you are accepting full responsibility for your own physical, medical and mental health condition. This includes your full acceptance of responsibility for any medications that you are taking, and being aware of any adverse side effects that your medication may have on you while participating in a karting session. If your medication impairs your ability to operate a kart safely, you should not participate.

If you have any doubts about whether you should be driving a kart whilst taking medication, or any concerns regarding the side effects of your medication, you should consult your GP, specialist or physician prior to attending **[CENTRE NAME]**. Our staff are not medical professionals and are not able to provide any information or advice on these matters.

If you experience any pain, discomfort or distress whilst karting, or you have any concerns regarding the kart, track, equipment or environment, please stop and notify your marshal or a member of staff immediately so that an assessment can be made.

It is essential that you notify us if you have any pre-existing medical conditions or physical impairments/limitations that may adversely affect you during your session. Please answer all questions on this form honestly and completely, and also mention anything of this nature to your instructor prior to commencing your karting session.

If you are pregnant or believe that you may be pregnant, you will unfortunately not be permitted to kart. Please be honest when answering questions regarding pregnancy on this form, or when booking your session. There is a very high likelihood that you will experience accidental collisions with other drivers or with areas of the track whilst karting, and impacts of any degree are obviously extremely dangerous if you are pregnant. Please appreciate that this policy is for your own safety and wellbeing, and that of your unborn baby.

If you injure yourself or fall ill whilst on the premises, our staff will not provide medical advice as they are not qualified to do so. Any suggestions made by our staff regarding treatment of injuries, illnesses, health conditions or recovery should not be taken as “medical advice”.

Children **12 years of age and under** must be supervised by a parent/guardian at all times whilst at **[CENTRE NAME]**, and **each driver** **under the age of 18** must present a waiver form completed and signed by a parent/guardian before they will be permitted to participate.

There may be circumstances in which our marshals or staff members deem that karting at **[CENTRE NAME]** is inappropriate or unsafe for a particular patron, and their participation is unfortunately refused (e.g. in situations where someone is under a certain height, over a certain weight, is pregnant or has a certain disability, and these factors are seen as unacceptable risks).

Excluding someone is not a decision that we take lightly, and it is certainly not done to discriminate or humiliate. We would love for everyone to be able to enjoy the amazing facilities we have here at **[CENTRE NAME]**, and we will always do everything in our power to include everyone. However, safety is our number one priority and we reserve the right to exclude patrons from participating if we think that it is in their best interests, and that of other drivers, to do so.

Karting whilst intoxicated poses a significant risk to yourself, other patrons and the marshals on the track. If we believe that you are under the influence of any drug or alcohol, you will be refused entry to the centre or ordered to leave the premises.

Poor behaviour of any kind, including but not restricted to dangerous driving, bad language, displays of aggression or violence or refusing to follow instructions, will not be tolerated. You will be asked to leave the premises, and the police will be called if we believe that it is appropriate or necessary.

In signing this form you are acknowledging that you understand your obligation to fully disclose any relevant personal, health and medical details to **[CENTRE NAME]**. Further, you are agreeing to the **Responsibility of the Customer** conditions outlined above, and confirming that you have consulted your GP or surgeon and have received their approval to participate in today’s session (if applicable).

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**Signature of Participant/Parent/Guardian Date**

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**WAIVER AND RELEASE**

In signing this form, you are agreeing to release from any liability **[CENTRE NAME]** and its directors, managers, employees and any contractors or volunteers who are working on the premises. Further, you are agreeing to the following stipulations:

I, **[PATRON’S FULL NAME]**, acknowledge that I am voluntarily participating in a karting session at **[CENTRE NAME]**. I further acknowledge that my participation in this activity, and the use of the facilities and equipment at **[CENTRE NAME]**, including the track and its surroundings, carpark, entrance, kiosk, bathrooms/restrooms and any other areas within and around the premises, is done so at my own risk and I completely assume all responsibility for any injuries, illness or damage to my property or person whilst I am on the premises. I agree that **[CENTRE NAME]** will in no way be held liable for any claims or damages that may arise as a result of my visit to **[CENTRE NAME]**.

I confirm that I have read this waiver and release form carefully, thoroughly and completely, and I fully understand that by signing it I am agreeing to a complete release of liability by **[CENTRE NAME]**. In doing so, I am waiving the right to bring any action or claim against **[CENTRE NAME]**, its owners, affiliates or staff for any injuries incurred, death, or loss or damage to property as a result of negligence or fault by the staff, guests or anyone associated with **[CENTRE NAME]**.

I confirm that I have no illnesses or physical restrictions that may impair my ability to drive/operate a kart at **[CENTRE NAME]**, and that I have not been advised by a medical health professional to avoid such activities.

I also acknowledge that if I do aggravate an existing condition as a result of my participation in the session, or if I cause myself any type of injury or pain as a result of my participation, I will not hold **[CENTRE NAME],** its marshals or staff responsible and I waive my rights to bring any type of action against the staff or facility.

I am aware of and accept any risks associated with karting at **[CENTRE NAME]**, including risks arising from negligence by the released parties, from malfunctioning or dangerous equipment used at the facility, or from possible liability without fault from the released parties.

In the event of an emergency (such as an accident, injury or illness, natural disaster, or environmental hazard) whilst I am karting at **[CENTRE NAME]**, I do consent to **[CENTRE NAME]** seeking medical assistance on my behalf if required, signing any necessary consent forms on my behalf, and to my receiving any medical treatment that is deemed advisable or necessary under the circumstances.

I acknowledge that the fee paid for my session at **[CENTRE NAME]** is not inclusive of personal accident insurance, and that any additional costs incurred from sustaining an injury, accident or illness during or after my session will be my own responsibility. This could include, but is not limited to, the cost of an ambulance being called, any medical bills incurred by time spent in hospital, and any rehabilitation or follow-up treatment/therapy that may be required or beneficial.

I understand that my personal information is collected by **[CENTRE NAME]**, and that this information is used to assess my suitability for karting, and to mitigate the risks associated with my participation. I also accept that this information may be provided to a medical health professional in the event that I should suffer an injury or illness, and/or it is determined that I require medical treatment whilst in attendance at **[CENTRE NAME]**.

I confirm that I have read and understood the terms and conditions detailed within this document, and I agree to be bound by them. In signing this waiver and release form, I am agreeing to not make any claims against **[CENTRE NAME]**, its directors, managers, marshals or staff in the event that I should suffer any injuries or damages (including, but not limited to, illness, personal injury, death, loss of property or damage to property) whilst participating in any sessions at this facility.

I acknowledge that this is a contract to release the liability of **[CENTRE NAME],** and I sign it without any coercion and of my own free will. This waiver and release from liability agreement should be interpreted as a complete release and waiver to the maximum extent possible underthe law in this state/country.

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**Signature of Participant Date**

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In signing this waiver and release form, I am confirming that I have read and fully understand all of its contents and stipulations, and that I agree to all of the provisions within. I acknowledge that I am **18** **years of age** or older, or that if I am **under 18 years of age**, my parent/legal guardian has read and understood this document and all of its terms and conditions, and they have signed the form on my behalf.

**Full Name:**

**Signature:**

**Date:**

**For participants who are under the age of 18, your parent/guardian must sign the below undertaking on your behalf:**

I, **[FULL NAME]**, being the legal parent/guardian of **[MINOR’S FULL NAME]**, confirm that I have read this waiver and release form in its entirety and have made every effort to ensure that I understand the activity that they are participating in. I hereby consent that they participate in this session and I acknowledge that however unlikely, it is possible that they may experience an adverse reaction to this activity, and that there exists a risk of injury, illness, property damage, disability and even death.

I agree that in the event of any such accident or occurrence, **[CENTRE NAME]**, the organisation, its marshals, staff, contractors and managers will not be held liable whatsoever, with the only exception being any rights that arise as per any applicable local, state or federal consumer laws.

**Full Name:**

**Signature:**

**Date:**

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