

KART RACING CAN BE DANGEROUS - PLEASE READ CAREFULLY!

How did you hear about Archerfield Speed Karts?

RADIO FRIEND PHONE BOOK TV OTHER



IN CONSIDERATION OF ASK ENTERTAINMENT PTY. T/A ARCHERFIELD SPEED KARTS, a company duly incorporated in the State of Queensland and whose registered office is situated at Suite 2, 55 McDougall St., Milton, in the State of Queensland (herein called A.S.K. which expression shall include its employees, agents, licensees, subcontractors, subsidiaries, holding companies, associates and assignees) providing me with an A.S.K. Karting Licence number and consenting to my hire and use of its karts, service and facilities.

Office use only

Archerfield Speed Karts
10 Beaufighter Avenue, Archerfield
Phone: 3274 2280

A.S.K. Entertainment Pty Ltd ABN 54 073 958 764 t/a Archerfield Speed Karts

I, _____
FIRST NAMES SURNAME

Of _____
NUMBER STREET SUBURB STATE POSTCODE

Please supply your Email address if you wish to be on our mailing list for upcoming events: _____

(hereafter called 'The Driver' which expression shall include my heirs, assigns, and legal representative agree to accept such hiring and use of A.S.K. vehicles, services and facilities upon the terms and conditions hereinafter appearing and any other terms and conditions A.S.K. may from time to time impose).

- Acknowledge** that A.S.K. or its servants or employees reserve the right to determine my hire of their vehicles at any time and for any reason whatsoever AND FURTHER if asked to leave A.S.K. property by A.S.K. or its servants, employees, agents or any other authorised person, I will do so promptly.
- Agree** to assume all risk in or about the hiring and driving of A.S.K. vehicles and HEREBY RELEASE A.S.K. from AND WARRANT NOT TO SUE A.S.K. in connection with any and all damages, claims, rights and causes of action of whatsoever kind of nature based on any injury or disability to myself or the death of myself arising directly or indirectly out of any use or intended use at any time of any facilities and services of A.S.K. or ANY OTHER CAUSE whilst I am on the property of A.S.K. whether or not the injury or disability or death was caused by any negligence of A.S.K., its servants and employees or any other person.
- Agree** to be liable and shall indemnify A.S.K. in respect of any legal liability loss claim, judgements, demands, rights or proceeding in respect of any injury or damage WHATSOEVER arising out of any statute or at common law to any person or property which may in any way result directly or indirectly from any use of or attempted use at any time by myself or any service and facilities of A.S.K. or on the property of A.S.K. AGREE to be liable and assume all risks of loss, damage or injury to person or property by reason of the condition of the karts, services and facilities or the use, management, control or operation thereof and the driver releases A.S.K. and AGREES TO INDEMNIFY and save harmless A.S.K. against all claims for such loss, damage or injury sustained by the driver or any agent of the driver or by any person whatsoever, whether caused by negligence of A.S.K., its agents or employees or otherwise whilst on the property of A.S.K.
- Agree to be liable and indemnify** for any loss, damage or injury whatsoever to any property, employee, servant, director, sub-contractor, licensee, assignee or agents of A.S.K. directly or indirectly caused by or resulting from any use intended or attempted use by myself at any time of any facilities and services of A.S.K. or cause directly or indirectly by my behaviour, whether negligent, reckless or otherwise whilst on the property of A.S.K. any liability on A.S.K.'s part or on the part of its servant or agents for damages for or in respect of any claim arising out of or in connection with the relationship established by the hire of its karts, services and facilities to the driver other than any liability which is totally excluded by clauses 2, 3 and 4 hereof, shall not in any event (and whether or not such liability results from or including negligence) exceed one hundred dollars.
- Authorise** A.S.K. and any advertising or marketing agency acting on behalf of A.S.K. to take, use and reproduce photographs and film of the driver whilst he or she is at the facilities or on the property of A.S.K. and use the same without charge to A.S.K. for any purpose including commercial advertisements AND FURTHER AUTHORISE A.S.K. and any other person authorised by A.S.K. to use the information set out in this agreement or otherwise collected or on behalf of A.S.K. in any way which A.S.K. or such authorised person sees fit.
- Represent and Warrant** to A.S.K. that all details herein are TRUE AND CORRECT.
- Should you experience any mechanical problems or faults with your assigned kart you will be allowed to re-enter the pits during the session and exchange it for another one. However, reckless driving and deliberate interference with other drivers, eg. shunting of other karts, is not allowed. In consideration of your safety and the safety of other drivers on the track we ask that you exercise the following caution and due care toward yourself, the equipment and other drivers, eg. (a) Please wave 2 hands above your head whilst stopped, (b) when approaching a stalled driver or a quad, you are to, decrease in speed, raise 1 hand above your head and keep your hand raised until you have fully passed the stalled driver or quad. A maximum of 1 verbal warning will be issued. Once asked to re-enter the pits after 1 verbal warning you will be excluded from the remainder of the session. If you have prepaid for further session/s you will be allowed to participate in those sessions so long as the conditions of use are observed and adhered to, alternatively your monies for any pre paid session/s will be refunded. No refund will apply to the session that the driver has been evicted from. Your licence, once issued must be presented before driving in any session. In the event you are unable to produce your licence you will be required to sign an ASK indemnity disclaimer before driving in any session & repurchase a new licence.
- Acknowledge** that I do not suffer from any of the following medical conditions:- dizziness, seizures, pregnancy, neck disorder, back disorders, motion sickness or heart disorders.
- Agree** to abide by all rules and regulations established by A.S.K. from time to time regarding the use of facilities and services of A.S.K.
- Acknowledge** that I have read and understood each of the terms and conditions hereof and that this contract is a continuance contract.

X

SIGNATURE OF DRIVER

DATE OF BIRTH

DATE

PRIVATE TELEPHONE NO.

IF DRIVER UNDER 16 - ADULT GUARDIAN CONSENT INDEMNITY

I, _____ Full Name

Of _____ Address

Occupation Relationship to Child

Hereby consent the driver hiring and using A.S.K. vehicles, facilities and services, AND IN CONSIDERATION of A.S.K. providing such vehicles, facilities and services upon the terms and conditions above appearing, which I have read and understood HEREBY AGREE TO BE LIABLE and to INDEMNIFY A.S.K. against all loss, damages, cost and expenses suffered or incurred by A.S.K. as a result of any actions or failure to act, behaviour whether negligent or otherwise of the driver and IN PARTICULAR loss, damage, costs and expenses suffered or incurred by A.S.K. whether directly or indirectly caused the driver's breach of any terms and conditions above appearing.

DATE

X

SIGNATURE