



Drivers Agreement & Indemnity form*

Drivers Agreement

Trading as SIDETRAX Pty Ltd, ABN 49 628 405 292 (hereafter called "The Centre") is permitting me to use The Centre's facilities I AGREE as follows:

- I UNDERSTAND that driving a go-kart is DANGEROUS and I voluntarily ACCEPT the risk of damage consequent upon or arising from my use of The Centre's facilities.
- I agree to act in a responsible manner while using the facility.
- I will not participate under the influence of drugs or alcohol.
- I will act in good judgement and consider both others, and myself and therefore will refrain from behaviour that could affect the safety of myself, others or safety of the equipment.
- I will obey to all written and oral instructions and warnings, given by the managers or employees of this facility without objection.
- I will use all safety equipment as instructed. Should I provide my own equipment, I will do so at my own risk and accept full responsibility for any failure, non-performance, or loss of said equipment.
- Should there be an incident, I will assist in any investigation that I might have witnessed, or had some involvement in.
- I understand that any medical conditions such as heart conditions, pregnancy, back or neck injuries could be affected by riding the karts and that I will be participate at my own risk.
- I AGREE TO ACCEPT ALL RISK in or consequent upon or arising out of my use or attempted use of The Centre's vehicles, facilities or services whether permitted or in breach of this agreement, including but not limited to all risk of loss, damage or injury including disability and death to myself, to any other person or property at The Centre, whether lawfully present or not and whether or not the loss, damage, disability, injury or death is caused or causes from or is related to the actions, omissions, negligence or otherwise of The Centre AND I agree to indemnify and hold indemnified The Centre in respect of all such loss, damage, disability, injury, death and all costs, expenses, claims, demands, actions, proceedings or judgements of whatsoever nature and whosoever arising in respect of such loss, damage, injury, disability or death.
- I AUTHORISE the Centre to organise medical treatment and transfer to medical facilities. I UNDERSTAND that any incurred costs will be the responsibility of the Driver and/ or Adult/ Guardian.
- I WILL ABIDE by the Rules and Regulations of The Centre and to the use of The Centre's facilities and directions of The Centre's officials including the right to terminate my use of The Centre's facilities at any time and for any reason I will leave The Centre's facilities on its request.
- I UNDERSTAND THAT I CAN BE HELD LIABLE FOR ANY DAMAGE OVER \$100 which The Centre's officer deem has been incurred by me due to negligent or reckless use of The Centre's Facilities.
- I AUTHORISE the Centre to take, use and copy photographs and film of me at The Centre without objection or charge including commercial use thereof.
- I ACKNOWLEDGE that the rights conferred on me by this agreement are personal to me and the Licence issued to me is not capable of assignment or in any way transferable to any other person or entity.
- I acknowledge The Centre reserves the right to refuse service in a situation deemed inappropriate or offensive.
- **I UNDERSTAND that I must not have any loose clothing (i.e. Scarfs, cardigans, headdresses, skirts, dresses, etc). I also understand that if my hair exceeds past my shoulders that my hair needs to be tied up and contained. I must also wear fully enclosed footwear and appropriate clothing (e.g. shorts or long pants).**

THE ABOVE personal INFORMATION is true and correct and I have read and understood all of the clauses of the agreement before signing my name and before use of The Centre's facilities.