

**MEMBERSHIP APPLICATION,  
RELEASE & INDEMNITY FORM****In this form:**

"go karting" means the activity of go karting at the premises of the business known as Kingston Park Raceway (the "premises") and includes the use of all go karts, tracks, equipment, services and facilities at the premises which relate in any way to the activity of go karting;

"other activities" means anything except go karting which occurs at the premises and include (without limitation) the use of all equipment, services, amusements, land, buildings, car parks, paths, landscaped areas and other improvements and facilities at the premises (except when go karting).

IN EXCHANGE for Engineered Investments (NSW) Pty Ltd T/as Kingston Park Raceway (with its employees, agents, licensees, contactors, subcontractors, subsidiaries, related or associated companies, associates and assignees called "Kingston Park Raceway") agreeing to let me take part in go karting and other activities at the premises now and in the future.

**I MR/MRS/MS** \_\_\_\_\_  
 First Name (of Rider) Surname (of Rider)

**OF SUBURB** \_\_\_\_\_ **POSTCODE** \_\_\_\_\_

**BORN ON** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_  
 (Date of Birth)

**NEXT OF KIN** \_\_\_\_\_ **RELATIONSHIP TO RIDER** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**EMAIL (OF RIDER)** \_\_\_\_\_

*By supplying your email address we will send you offers, free rides and discounts for karting.*

On behalf of myself and my executors, administrators and assigns I acknowledge and agree that:

- That my weight at time of driving the go karts is less than 120 Kg's as is required by the go kart manufacturer.
- That my height is more than 1200mm and less than 1900mm as is required by the go kart manufacturer.
- I understand that long hair could be caught in the drive train of the go kart if let loose and I will at all times whilst in a go kart, ensure that my hair is fully contained within my hood or hairnet.
- Go karting is a recreational activity which involves a significant degree of risk of physical harm to me.
- There are risks in go karting which are obvious to me as a reasonable person ("obvious risk").
- As a matter of law I have no right to claim compensation from anyone if I am harmed because of an obvious risk materialising while I am go karting.
- I am aware that other Riders may drive with limited skill and ability.
- I voluntarily assume all risks associated with go karting and other activities.
- I RELEASE Kingston Park Raceway from all claims and cost I would otherwise have or be able to bring if I am injured or killed or if any of my clothing or other property is damaged or lost while I am at the premises regardless of how that injury, death, damage or loss happens and even if (by way of example) it happens as a result of:
  - The negligence or recklessness of someone else (including Kingston Park Raceway);
  - The design, construction, condition, adequacy or suitability of the go karts, track, equipment, services, amusements, land, buildings, car parks, paths, landscaped areas or other improvements or facilities at the premises;
  - Any omission, inadequacy or error in any training or instructions that I or anyone else is given or in any rules or regulations made or procedures adopted by Kingston Park Raceway;
- AND I accept liability for and will indemnify and keep Kingston Park Raceway indemnified against any claims and costs.
- I also accept liability for and will indemnify and keep Kingston Park Raceway indemnified against any claims 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 or recklessness while I am at the premises.
- I will comply with all rules, regulations, procedures, training, information and instructions made or given by Kingston Park Raceway.
- I authorise Kingston Park Raceway to take photographs, film and other images of me while I am at the premises and to develop, print, reproduce and use them free of charge for any legal purpose (including commercial advertising and promotions) in accordance with the Kingston Park Raceway Privacy Policy.
- I also authorise Kingston Park Raceway and anyone else who is given authority by Kingston Park Raceway to use the information about me in this form and any other information which is collected about me by Kingston Park Raceway. In accordance with the Kingston Park Raceway Privacy Policy.
- I authorise Kingston Park Raceway to send newsletters and special product offers to my email address. I understand that I can stop future transmission of that material by using the "unsubscribe" mechanism on the newsletter.
- If my intellectual or physical capacity is diminished in any way, it is my responsibility or my guardians obligation to notify Kingston Park Raceway in writing of that fact before I take part in go karting or other activities.
- I have read and understand everything in this form and undertake that the information I have provided in it is correct.

**ADULT GUARDIAN CONSENT AND INDEMNITY (IF THE DRIVER IS UNDER 18)**

**I Mr/Ms/Mrs** \_\_\_\_\_  
 First Name (of Guardian) Surname (of Guardian)

**Suburb** \_\_\_\_\_ **Postcode** \_\_\_\_\_ **Phone** \_\_\_\_\_

**RELATIONSHIP TO RIDER** \_\_\_\_\_

I request Kingston Park Raceway to let the Rider take part in go karting and other activities and I give my consent to the Rider doing so. In exchange, I confirm that I have read and understand this Membership Application Release and Indemnity Form and on behalf of the Rider, I make the acknowledgements, enter into the agreements and give the authorisations and promises contained in it. I also agree to personally accept liability for and to indemnify and keep Kingston Park Raceway indemnified against any claims and costs brought by the Rider against Kingston Park Raceway or brought against Kingston Park Raceway which arise out of the Rider's negligence or recklessness.

Signature (of Guardian)

Date of Birth (of Guardian)

Today's Date

/ /20