



T/A AUSCART RACING

50 Salmon Street Port Melbourne 3207 Tel – (03) 9646 6015

TERMS AND CONDITIONS OF ENTRY

THIS FORM IS VALID FOR 12 MONTHS FROM THE DATE OF SIGNING

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD DRIVERS

Manager.....

I..... Being the parent/guardian of.....

Phone No:..... Child's DOB:...../...../.....

Address:.....

Race Date: ...../...../.....

Confirm that I have read the terms and conditions of this document for entry to ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING. I give permission for the minor to race at Auscart Racing, 50 Salmon street, Port Melbourne 3207 and take liability for the death or any bodily injury, damage or loss which may be suffered or incurred by the above participant or by me in or being present at the Event except for any rights the above participant or I may have arising under the trade Practices Act 1974(Cth). I also confirm that the minor is 13 years of age or older, between 143cm and 200cm of height, and under the weight of 145kg to meet the requirements of racing. These requirements are subject to the Hirer being able to safely fit and operate the go-kart.

1. Agrees that the driving of go-karts is inherently dangerous and may lead to either death or injury. The Hirer voluntarily agrees to voluntarily accept all risks and danger prior to, during and subsequent to the driving of go-karts, including damage or injury caused by other drivers.

2. Agrees to use ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING services and facilities or occupy the premises and surrounds of 50 Salmon Street, Port Melbourne and any part of it at their own risk and release to the full extent permitted by law, ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING, and its staff, agent, invitees and licensees of ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and each of them from all liabilities whatsoever arising (including but not limited to any negligence or breach of control) resulting from any accident, loss, damage or injury to the hirer or its his or her staff agents, sub-contractors, invitees, licensees or permittees.

→ 3. Agrees to inform management to any pre-existing health conditions, including, any physical limitations or medical conditions, including but not limited to neck weakness, back weakness, recent surgery, broken bones, heart conditions, nervous disorders, motion sickness and epilepsy. Management recommends that pregnant women should not ride the karts.

4. The hirer by this agreement indemnifies ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and agrees to keep ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING always indemnified in respect of all loss, damage, consequent loss and damage claimed by any person ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and legal fees or consultants fees which ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING may suffer or incur and all money which ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING may become liable to pay any person in respect of or arising directly or indirectly out of any act, default or omission on the part of the Hirer or its his or her employees, servant, agents, invitees, licensees and/or permittees.

5. Agrees to abide by the rules and regulations established by ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING from time regarding the use and facilities and services of ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and shall comply with all lawful directions of ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING as are given from time to time.

6. Grants permission to ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and their agents to utilise the Hirers image or likeness incidental to any photographic record live or recorded video displayer or any other transmission or reproduction in whole or in part, in any way which ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING or such authorised person sees fit.

7. Agrees that ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING may for any reason whatsoever terminate this agreement and require the hirer to leave the premises. The Hirer agrees to abide by the directions of ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING and leave the premises when directed to do so.

8. The expression “the Hirer” shall mean the Hirer or that referred to herein and his legal personal representative. The Hirer acknowledges that the terms and conditions hereof have been made available to the Hirer and that the Hirer has read and understood the same prior to entering into this agreement and acknowledges such by signing hereunder.

→ 9. The hirer will accept responsibility and pay for all deliberate damage caused to Karts and Equipment used by the Hirer at cost. 10. ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING Ltd refuses the right of entry any patron on the grounds of intoxication. ESTELLE AND CO P/L ACN – 130865968 AS TRUSTEE FOR ESTELLE TRUST ABN – 88791889123 T/A AUSCART RACING Policy on Liquor is 0.00 Blood Alcohol level before racing . Any Participants who do not obey these regulations will not be allowed to race

Signed ..... Date: ...../...../.....