

THE TRACK

Date / / PB DB K HIRE _____**RELEASE AND WAIVER OF LIABILITY****ASSUMPTION OF RISK & INDEMNITY**

IN CONSIDERATION OF MINI MOTO GP SUPERBIKES TRADING AS THE TRACK, a company duly incorporated in the State of Victoria. In the State (herein called The Track which expression shall include its employees, agents, officers, licensees, sub-contractors, subsidiaries, associates and assignees I consent to my hire and use of its karts/bikes, services and facilities. As hire driver/rider or owner driver/rider.

I, _____
DRIVER/RIDER FULL NAME_____/_____/_____
Date of Birthof _____
POSTAL ADDRESS SUBURB/TOWN POSTCODE TELEPHONE

Hereafter called "The Driver/Rider" which expression shall include my heirs, assigns and legal representatives, agree to accept such hiring and use of The Track vehicles, services, track and facilities upon the terms and conditions hereinafter appearing any other terms and conditions The Track may from time to time impose).

1. Acknowledge that The Track or its servants or employees reserve the right to determine my hire of their vehicle or track at anytime and for any reason whatsoever AND FURTHER if asked to leave The Track property by The Track or its servants, employees, agents, or any other person I will do so promptly.
2. Agree to assume all risk in or about the hiring and driving of The Track vehicles and HEREBY RELEASE The Track from AND WARRANT NOT TO SUE The Track in connection with any and all damages, claims, rights and causes of action of whatever kind of nature based on any injury or disability to myself or the death of myself arising directly or indirectly out of the use or intended use at any time of any facilities and services of The Track or ANY OTHER CAUSE whilst I am on the property of The Track whether or not the injury or disability or death caused by negligence of The Track, its servants and employees or any other person. Any claims to be made shall have the agreement that the claiming party shall pay all costs incurred whether court, legal, solicitors inclusive, for The Track to bring the matter/claim forward.
3. Agree to be liable and shall indemnify The Track 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 or attempted use at any time by myself of any service and facilities of The Track or on the property of The Track. AGREE to be liable and assume all risk of loss, damage or injury to person or property by reason of the condition of the kart/bikes, services and facilities or the use, management, control or operation thereof and the driver/rider releases The Track and AGREES TO INDEMNIFY and save harmless The Track against all claims for loss, damage or injury sustained by the driver/rider or any person whatsoever, whether caused by negligence of The Track, its agents, or employees or otherwise whilst on the property of The Track.
4. 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 The Track directly caused by or resulting from any use or intended or attempted use by myself at anytime of the facilities and services of The Track or cause directly or indirectly by my behaviour, whether negligent, reckless or otherwise whilst on the property of The Track, any liability on The Track's part of its servants 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/bikes, track, services and facilities to the driver/rider 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.
5. Agree to abide by all rules and regulations established by The Track from time to time regarding the use of facilities and services of The Track.
6. Authorise The Track and any advertising or marketing agency acting on behalf of The Track to take, use, reproduce, photographs and films of driver/rider whilst he/she is at the facility or on the property of The Track and to use the same without charge to the Track for any purpose including commercial advertising AND FURTHER AUTHORISE The Track and any person authorised by The Track to use information set out in this agreement or otherwise collected on or behalf of The Track in anyway which The Track or such authorised person sees fit.
7. Represent and warrant to The Track that all details herein given are TRUE AND CORRECT.
8. Acknowledge that I have read and understood each of the terms and conditions hereof.

Signature _____

DRIVER/RIDER UNDER 18 – ADULT/GUARDIAN CONSENT INDEMNITYI, _____ of _____
PARENT'S/GUARDIAN'S FULL NAME PARENT'S/GUARDIAN'S ADDRESS

RELATIONSHIP TO CHILD _____

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

Parents/Guardian's Signature _____