



INDEMNITY AGREEMENT

Kart Racing Is Not Permitted Until This Agreement Is Completed and Signed

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT in consideration of being granted the privilege of **KART RACING**; by **DRONDAY PTY LTD**, (hereinafter called 'Le Mans' which expression shall include employees, agents, licensees, sub-contractors, subsidiaries, holding companies, associates & assignees),

THE UNDERSIGNED (hereinafter called 'The Driver' shall include myself, my personal representatives, heirs, next of kin, successors, assigns & legal representatives):

- (1) is aware that participation in Kart Racing may expose the driver to some personal risks.
- (2) Acknowledges that the activity of operating a Go Kart is very dangerous and involves risks of serious injury and/or death and/or property damage. The driver also acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of Le Mans.
- (3) Agrees to assume all responsibility for any risk of bodily injury, death or property damage that may be caused by Le Mans or by our kart, properties or possessions resulting from the operation of our equipment and/or as a result of participating in the activity of Kart Racing, whether caused by the negligence of Le Mans or otherwise.
- (4) Agrees to indemnify and save and hold harmless Le Mans from any loss, liability, damage, or cost they may incur arising out of or related to the operation of a Go Kart whether caused by the negligence of Le Mans or otherwise.

I hereby declare to Le Mans that each of the following is true:

- (1) I have read this release and waiver of liability, assumption of risk and indemnity agreement, and fully understand its contents and understand that I have given up substantial rights by signing it.
- (2) I am at least 48 inches tall, am not pregnant, and have not consumed alcohol or drugs which may affect my ability to operate a Go Kart in a safe manner.
- (3) I do not suffer from ANY health conditions which may be aggravated by driving a Go Kart including, but not limited to; heart conditions, high blood pressure, carbon monoxide allergies, back, neck or other skeletal problems.
- (4) I will attend the required driver's briefing; and agree to obey all rules, regulations and instructions from Le Mans personnel.
- (5) All information provided in this application is true and correct.

DRIVER* DETAILS

Name: _____ DOB (if under 18): _____

Address: _____

Signed: _____ Date: _____

I have signed THIS AGREEMENT freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

*if the signatory to the above agreement is under 18 years of age then the following shall be completed:

ADULT/GUARDIAN CONSENT (if driver under 18 years)

In my capacity as parent/guardian, I (full names) _____ of

(address) _____

(relationship) _____, hereby warrant that I have the authority to execute this release and indemnity agreement on behalf of the undersigned driver, and hereby approve and consent the driver to participate in operating a Go Kart. I accept liability individually and on behalf of the undersigned driver.

Signed: _____ Date: _____