



FASTLANE KARTING SYDNEY
 20 Swettenham Road, Minto NSW 2566
 Phone: (02) 9820 4422 | Email: info@fastlanekarting.com.au
 fastlanekarting.com.au

**ADULT DRIVER
 AGREEMENT AND INDEMNITY**

IN CONSIDERATION OF Fastlane Karting Pty Ltd (ACN 000 937 431), a Company registered in the State of New South Wales, of 20 Swettenham Road, Minto NSW 2566 (**Fastlane’s premises**) (herein called “**Fastlane**” and which expression includes its employees, agents, servants, licensees, subcontractors, subsidiaries, holding companies, associates and assignees), consenting to **the hire and use of Fastlane’s go-karts, services and facilities**, it hereby requests that the Driver (named below) aged at least 18 years or over of a **single go-kart** read, acknowledge and sign the following Agreement and Indemnity in respect of that hire and use.

Full Name of Driver _____

Address _____

Date of birth ____/____/____ (Age _____)

Mobile _____ Email _____

Emergency contact details:

Name _____ Phone _____

IN CONSIDERATION OF Fastlane permitting me to the hire and use of Fastlane’s go-karts, services and facilities, I agree to the following terms and conditions:

1. I am aged at least 18 years and am the person named above as the Driver.
2. I understand that driving a go-kart may be **DANGEROUS** and may result in **SERIOUS INJURY** and I voluntarily **ACCEPT** the risks involved in respect of any injury, disability, damages, loss or death that may occur to me, and/or any person(s) or property consequent upon or arising out of the hire and use of Fastlane’s go-karts, services and facilities.
3. I acknowledge that Fastlane reserves the right to determine the hire and use of Fastlane’s go-karts, services and facilities at any time and for any reason whatsoever **AND FURTHER** I acknowledge that if I am requested by Fastlane to discontinue the hire and use of Fastlane’s go-karts, services and facilities and/or vacate Fastlane’s premises for any reason, I will do so immediately.
4. I agree not to hire, attempt to hire or use Fastlane’s go-karts whilst under the influence of alcohol and/or drugs and I confirm that **I am not currently under the influence of alcohol and/or drugs**. I acknowledge that if it is determined that I am under the influence of alcohol and/or drugs I will be instructed to vacate Fastlane’s premises immediately.
5. **I agree to be liable, release and indemnify** Fastlane from all risks, injury, disability, damages, loss or death that may occur to me, and/or any person(s) or property as a result of the hire and use of Fastlane’s go-karts, services and facilities **whether or not directly or indirectly caused by the behaviour, negligence or recklessness or otherwise of me** and/or others whilst situate on Fastlane’s premises.

(Both sides of form to be completed)



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- 6. **I agree to indemnify and keep indemnified** Fastlane in respect of any claim, liability, loss, judgments, demands, rights or proceedings that arises from any and all risks, injury, disability, damages, loss or death that may occur to me, and/or any person(s) or property from the hire and use of Fastlane’s go-karts, services and facilities.
- 7. **I agree to abide by all rules and regulations** established by Fastlane from time to time regarding the hire and use of its go-karts, services and facilities and I confirm that I have full mental, personal and physical capacity to abide by the rules and regulations as directed by Fastlane.

This includes (but is not limited to):

- (a) Deliberate ramming of go-karts strictly prohibited;
- (b) Arms and legs always to remain inside go-kart;
- (c) Drivers to always remain seated in go-kart until instructed to exit by track attendants;
- (d) Drivers to obey all instructions and directions from track attendants.

- 8. I authorise Fastlane to the use of any digital images of me captured at Fastlane’s premises for any legal purpose.
- 9. I authorise Fastlane or any agency representing Fastlane to take, use and reproduce photographs or any other digital images of me during the hire or use of Fastlane’s go-karts, services and facilities or whilst situate on Fastlane’s premises and use the same without any cost to Fastlane for any purpose including commercial and/or social media advertising.
- 10. I authorise Fastlane and any other person authorised by Fastlane to use the information set out in this Agreement and Indemnity in any way which Fastlane or such authorised person sees fit.
- 11. I represent and warrant that all details given in this Agreement and Indemnity are true and correct.
- 12. This Agreement and Indemnity is governed by the laws of New South Wales.
- 13. I acknowledge that I have read and understood this Agreement and Indemnity prior to signing it and that it shall be binding upon the heirs, executors, assigns and next of kin of me.

Signed: _____ Dated: _____ / _____ / 20_____

Print Name: _____
 The Driver

(Both sides of form to be completed)