



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

**JUNIOR 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 Parent/Caregiver/Guardian of the Junior Driver (named below) of a **single go-kart** read, acknowledge and sign the following Agreement and Indemnity in respect of that hire and use.

Full Name of Junior Driver _____ Date of birth ____ / ____ / ____

(Aged ____ years) Address _____

Full Name of Parent/Caregiver/Guardian _____

Date of birth ____ / ____ / ____ Relationship to Junior Driver _____

Mobile _____ Email _____

Emergency contact details (if different to above) _____

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 the parent, caregiver or guardian of the abovenamed (**Junior Driver**) and am aged 18 years or over. I certify that the Junior Driver is aged less than 18 years **but not** less than 8 years, and I acknowledge that by signing this Agreement and Indemnity I do so with full responsibility for and on behalf of the Junior 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 the Junior Driver, 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 the Junior Driver and/or I are 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, we will do so immediately.
4. I agree not to hire or attempt to hire Fastlane’s go-karts whilst under the influence of alcohol and/or drugs and I confirm that to the best of my knowledge, information and belief the Junior Driver is **not under the influence of alcohol and/or drugs**. I acknowledge that if it is determined that the Junior Driver and/or I are under the influence of alcohol and/or drugs we 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 the Junior Driver, 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 the Junior Driver, 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 the Junior Driver, 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 to the best of my knowledge, information and belief the Junior Driver has 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 the Junior Driver and/or me captured at Fastlane’s premises for any legal purpose.
- 9. I ***authorise / *do not authorise** (**cross out which does not apply*) Fastlane or any agency representing Fastlane to take, use and reproduce photographs or any other digital images of the Junior Driver and/or 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 the Junior Driver and me.

Signed: _____ Dated: _____ / _____ / 20_____

Print Name: _____
 Parent / Caregiver / Guardian

(Both sides of form to be completed)