

LUDDENHAM RACEWAY GO KART + PAINTBALL MINOR TAKE HOME DISCLAIMER AND WAIVER

02 9834 2366 • info@luddenhamraceway.com

Hutland Pty Ltd t/a Luddenham Raceway (ABN 96 157 974 199)

WARNING GO KARTING + PAINTBALL ARE DANGEROUS ACTIVITIES

- THIS DOCUMENT IS TO BE COMPLETED FOR PARTICIPANTS UNDER 18 BY A PARENT OR LEGAL GUARDIAN.
- This is an important document which must be carefully read and understood before you sign it, as it affects your legal rights and obligations.
- This document must be completed correctly, if you are found to have misled the Venue about the age of your Minor or their fitness to participate, they will not be permitted to participate and will not be entitled to a refund.
- This document is a take home waiver and should only be completed if the Parent or Legal Guardian will not be accompanying the Minor.
- All Pages of the document must be returned and completed along with a Clear and Legible Copy of ID in order for the document to be accepted.
- Go Karting Participants must be at least 8 years old and 146cm to participate.
- Paintball Participants must be at least 16 years old to participate.
- Allergies and Medical Conditions must be disclosed to ensure that the Minor will be safe whilst participating.
- ID of a Minor may be requested and must be requested if there are doubts raised about the actual age of the Minor.

PARENT / LEGAL GUARDIAN DETAILS (SELECT ONE)

FULL NAME:

FULL ADDRESS:

MOBILE #:

ID DOCUMENT #*:

*** A CLEAR AND LEGIBLE COPY OF THE ID DOCUMENT (AUSTRALIA DRIVERS LICENCE, AUSTRALIAN PHOTO ID CARD OR PASSPORT ONLY) LISTED IN THIS SECTION, MUST BE ATTACHED WHEN RETURNING THE WAIVER. IF NO SUCH COPY OF ID ACCOMPANIES THE WAIVER THEN THE WAIVER CANNOT BE USED AND THE MINOR CANNOT PARTICIPATE.**

MINOR DETAILS

FULL NAME:

DATE OF BIRTH:

AGE:

Allergies/Medical Conditions:

ON SITE GUARDIAN DETAILS (Person who will be supervising the Minor)

FULL NAME:

MOBILE #:

FULL ADDRESS:

PLEASE BE AWARE OF THE FOLLOWING

All individuals wishing to take place in Go Karting and Paintball Activities at Luddenham Raceway will be referred to as Participants (this includes spectators and photographers) and must read and understand this document fully, as well as complete this document correctly and to the best of their knowledge before they will be permitted to take place in any Go Karting and Paintball Activities at Luddenham Raceway.

IDENTIFICATION

To comply with Luddenham Raceway policy all personal details must be correctly completed and valid, current photo identification (Australian Drivers Licence, Australian Photo Identification Card or Passport) must be presented. Failure to present identification will result in the Participant not being allowed to participate and the Participant will be asked to leave the venue and no refunds will be given.

MINORS

Only Participants aged 8 and over are allowed to participate in Go Karting Activities.

Only Participants aged 16 and over are allowed to participate in Paintball Activities.

If Participants or Parents / Guardians are found to be misleading Luddenham Raceway Staff about their age, they will be asked to leave immediately and no refunds will be given.

If Participants are under 18 years old then a Parent and or Legal Guardian must read, understand and accept the waiver and terms and conditions on the Minor's behalf.

The Parent and or Legal Guardian must present their Identification on the Minor's behalf and will take a photograph with the Minor when requested, to signify that they are the Parent and or Legal Guardian of the Minor.

The Parent and or Legal Guardian agrees to be responsible for the actions of the Minor whilst the Minor is at Luddenham Raceway, and agrees to pay for any and all breakages and or damages that the Minor may incur. A Parent and or Legal Guardian / Onsite Guardian must accompany and supervise the Minor at all times whilst the Minor is at Luddenham Raceway.

BEHAVIOUR

Rude and or aggressive behaviour will not be tolerated, and if such behaviour occurs the Authorities will be called and Participants will be asked to leave the venue and presented with a LIFE TIME Banning Notice. No refunds will be given if a Participant is asked to leave due to their behaviour.

DRESS REQUIREMENTS

All Participants must appropriate clothing and sensible, enclosed shoes and an Australian Standards approved helmet. Loose and Flowing Clothing that is capable of becoming tangled and may pose a choking hazard is prohibited and Participants will be required to remove such garments before participating in any activities.

Participants understand that failure to abide by the dress requirements of Luddenham Raceway will result in exclusion from participation and no refunds will be given on the basis that the Participant was not properly attired.

BANNING NOTICES

If an individual has received a Banning Notice from Luddenham Raceway and or been issued with a Banning Notice then they are not eligible to partake in any Activities at Luddenham Raceway, and if they are found to have gained entry by misleading Luddenham Raceway about a Ban in effect then they will be removed from Luddenham Raceway and will not be entitled to any refunds.

REFUNDS

No refunds will be given at any time for change of mind. It is understood that Luddenham Raceway will only allow Go Karting and Paintball Activities to take place when it is safe to do so, and no refunds will be granted if there are delays in providing a service due to ensuring the safety of participants. All deposits paid are non-refundable.

INJURIES

Participants agree to cover all costs relating to injuries that occurred at Luddenham Raceway, and authorise Luddenham Raceway to take all reasonable steps necessary in the event of personal injury including the administration of emergency medical treatment and ambulance transportation.

DAMAGES

It is a Condition of Entry that all Participants treat Luddenham Raceway with respect and leave Luddenham Raceway in the same condition that they found it. It is a Condition of Entry that any and all mess, damages and breakages must be paid for in full before the Participant leaves the Venue. Failure to do so will result in the Authorities being called and legal action will be taken to recover outstanding damages. Luddenham Raceway will not be held liable or be responsible for any loss or damage that Participants may experience at Luddenham Raceway. Participants understand that they are partaking in Recreational, Go Karting and Paintball Activities at Luddenham Raceway at their own risk and any damage they may incur to their own property and equipment (which includes but is not limited to clothing, mobile devices, cameras, personal belongings, motor vehicles and motor bikes and trailers) will not be compensated for by Luddenham Raceway as Participants have willingly chosen to participate in high risk activities that could result in damage to their personal belongings, possessions and equipment.

ZERO TOLERANCE

No Drugs or Alcohol may be consumed before or during participation. If a Participant is found to have Drugs or Alcohol in their system they will be asked to leave immediately and no refunds will be given.

DISCLOSE PRE-EXISTING HEALTH CONDITIONS

Participants must disclose any pre-existing health conditions that may affect their ability to participate BEFORE registration. Failure to do so will result in a Participant being unable to be provided with a service, and a refund will not be given, if it is discovered that the Participant (or their Parent / Legal Guardian) hid or failed to disclose a reason that would affect their ability to participate. **Conditions and Physical Limitations which must be disclosed include, but are not limited to: Intellectual Disabilities, Neck Injuries and or weakness, Back Injuries and or weakness, Broken Bones, Missing Limbs, Heart Conditions, Respiratory Conditions, Nervous Disorders, Motion Sickness, Seizures and or Epilepsy, Vision Issues and or Conditions, Disorders and or Limitations, Pregnancy and or if a Participant is on the Autism Spectrum.** Luddenham Raceway may require a letter from a Participant's Doctor stating that they are fit to participate before allowing participation.

CONDITIONS OF ENTRY

All Participants are bound by Luddenham Raceway's Terms and Conditions of Entry, Hire and Participation. These Terms and Conditions may be issued verbally, in writing and or on signage located at Luddenham Raceway. Failure to abide by Luddenham Raceway's Terms and Conditions will result in a Participant being removed from Luddenham Raceway and a Permanent, Lifetime Ban may be issued at the discretion of Luddenham Raceway. If a Participant is found to have breached Luddenham Raceway's Terms and Conditions and removed from Luddenham Raceway, then the Participant will not be entitled to a refund.

WEATHER

Luddenham Raceway is an all-weather venue, as such a refund will not be granted on the basis of wet weather and or hot and or extreme temperatures.

Unless Luddenham Raceway decides that it is unsafe to proceed with a Go Karting or Paintball Activity due to the conditions then all Go Karting and or Paintball Activities will take place as booked. No refunds will be granted in the event that Luddenham Raceway must reschedule an Activity.

In the event that Luddenham Raceway must cancel an activity due to the weather (be it wet or hot conditions), then a credit will be issued and the activity will be rescheduled for another day.

DIRECTIONS

Participants must listen to the directions and instructions of staff at Luddenham Raceway at all times. Failure to do so will result in warnings being given and a Participant can and will be removed for failing to abide by directions.

THIS FORM IS AN IMPORTANT LEGAL DOCUMENT IT MUST BE READ CAREFULLY AND UNDERSTOOD BEFORE IT IS SIGNED.

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WAIVER AND RELEASE

Section 139A of the *Competition and Consumer Act* (Clth) permits Luddenham Raceway to ask me to agree that the statutory guarantees under the *Australian Consumer Law* (Clth) do not apply to me (or to a minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway).

By signing this document, I agree, acknowledge and understand that, to the fullest extent permitted by the law (including by s 5N of the *Civil Liability Act 2002* (NSW) and s 139A of the *Competition and Consumer Act 2010* (Clth)).

My Rights (or the rights of a Minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) to sue Luddenham Raceway, its servants and agents, in relation to the recreational activities provided to me at Luddenham Raceway if the express or implied warranty or guarantee that the service will be provided with reasonable care and skill, are excluded, restricted or modified, as set out below; and

I (or for the Minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) release Luddenham Raceway, its servants and agents from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill; and I (or for the Minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) agree to Hold Luddenham Raceway and its agents and servants Harmless for any and all action that I may take, even if that action is because of negligence on behalf of Luddenham Raceway and or its servants or agents.

By signing this document, I acknowledge, agree and understand that, to the fullest extent permitted by law, the liability of Luddenham Raceway in relation to Recreation Activities and Go Karting Activities provided to me at Luddenham Raceway for any:

Deaths;

Physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

The contraction, aggravation and or acceleration of a disease;

The coming into existence, the acceleration, aggravation or recurrence of any other condition, circumstances, occurrence, activity, form of behaviour, course of conduct and or state of affairs;

That is, or may be harmful or disadvantageous to myself or to a minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) or to the community;

That may result in harm or disadvantage to myself or to a minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) or to the community;

That may be suffered by myself (or to a minor in my care and on whose behalf, I am acquiring the services provided by Luddenham Raceway) resulting from the supply of recreational services and or activities and Go Karting activities by Luddenham Raceway may be excluded.

By signing this document to the fullest extent permitted by the law I (on behalf of a minor in my care and on whose behalf I am acquiring the services provided by Luddenham Raceway) agree to waive and or release Luddenham Raceway, its servants and agents from any claim, right or cause of action which I or my heirs, successors, executors, administrators agents and assigns might otherwise have against Luddenham Raceway, its servants and agents, for or arising out of my death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which I may suffer or sustain in the course of or consequential upon or incidental to the participation in the recreation activities and services and Go Karting Activities at Luddenham Raceway whether caused by the negligence of Luddenham Raceway, its servants and agent, or otherwise.

By signing this document, I acknowledge, agree and understand that;

Luddenham Raceway will permit me to participate in the recreational activities and services and Go Karting Activities, and provide me with the associated services in part in consideration of me signing this document; Luddenham Raceway may rely on this document in any proceedings in any Court by me or by my heirs, executors and assigns;

The law of New South Wales governs this document;

I do not have to agree to exclude, restrict or modify or waive my rights against, or release Luddenham Raceway, its servants and agents, from any claims by signing this document, however I understand that Luddenham Raceway may refuse to allow me to participate in the recreational activities and Go Karting Activities and associated services if I do not agree to exclude, restrict, modify or waive my rights against, or release Luddenham Raceway, its servants and agents by signing this document.

Luddenham Raceway must be informed if I (or a minor in my care and on whose behalf I am acquiring the services provided by Luddenham Raceway) suffers from a physical or mental injury, disability, ailment, disease or conditions and or is on medication that may affect their ability to participate, and I acknowledge and agree that I have made any and all disclosures before signing this document.

I have also agreed to present a Doctors Certificate to prove fitness to participate if requested by Luddenham Raceway.

GENERAL WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (Australian Consumer Law).

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in these Terms is required to ensure that the recreational services it supplies to you are rendered with due care and skill; and are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form or use the facilities, you will be agreeing that your rights to sue Luddenham Raceway under the Australian Consumer Law if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Clth) and section 22(3) (b) of the *Australian Consumer Law and Fair Trading Act 2012* (Clth).

PLEASE READ CAREFULLY

By signing below, you acknowledge and accept the following:

I have read and understood this Document in its entirety. I am fully aware of all the risks involved including the possibility of injury to myself. I nevertheless accept and assume such risks on behalf of the Minor in my care.

I hereby confirm that I have agreed to be responsible for any and all fines, mess, loss of equipment, damages and or breakages that occur whilst the Minor in my care is at Luddenham Raceway, and I acknowledge that any amounts owed will be paid before the Minor leaves the venue, I understand that failure to make full payment will result in legal action being taken against me, and I have agreed that I will wear any costs that Luddenham Raceway incurs taking such action to recover outstanding amounts.

I hereby state that I am making a free and fully informed decision and give my consent for my child / ward to participate in the dangerous and potentially life threatening Go Karting Activities at Luddenham Raceway.

I hereby indemnify, and hold harmless, and shall keep indemnified Luddenham Raceway, its officers, employees, agents and contractors against injury, loss or damage suffered by my child/ward or for which Luddenham Raceway might otherwise be responsible.

I hereby confirm that my child / ward does not suffer from and or are affect by any medical condition/s (such as those listed in the waiver and terms and conditions) that would affect my child's / ward's participation.

I hereby confirm that all the information I have provided is accurate and true.

RISK WARNING AND ACKNOWLEDGMENT

BY READING AND SIGNING THIS DOCUMENT I AM AWARE OF THE FOLLOWING THAT IS APPLICABLE TO ME AND OR A MINOR IN MY CARE:

Hutland Pty Ltd (ABN 96 157 974 199) t/a Luddenham Raceway, is the Operator and the Service Provider of Luddenham Raceway, herein referred to as "Luddenham Raceway".

The Service and Recreation Activities provided by Luddenham Raceway are known as 'Go Karting Activities' and 'Paintball Activities' which include but are not limited to: driving, spectating and playing paintball.

The Premises, Venues and Facilities located at 821 – 849 Luddenham Road, Luddenham, NSW 2745, herein referred to as "Luddenham Raceway".

Participation and using the Venue and Facilities and Equipment at Luddenham Raceway may be dangerous and involves risks and may result in serious and permanent injury and or death. I acknowledge, am aware and accept that participation in Go Karting and Paintball Activities involves risks, and particular risks that include but are not limited to:

- Twists, sprains, broken bones and physical injury that may be severe and or permanent;
- Burns;
- Cuts, bruises, scrapes, abrasions and gravel rash;
- Blisters;
- Snake Bites;
- Risk of Blindness or eye injuries
- Spinal Injury;
- Paralysis; and
- Death.

Go Karting and Paintball

By signing this document, I acknowledge, agree to and fully understand that my participation (or participation of minor/s in my care) in Go Karting and Paintball Activities at Luddenham Raceway may involve:

- risks generally; and
- the particular risks described above.

By signing this document, I acknowledge, agree to and understand that Go Karting Activities take place at high speeds that may exceed 75 km/ h, and that these speeds are controlled by the driver, and Paintballing Activities involve handling of a firearm.

I further acknowledge, agree to and understand that participating in Go Karting and Paintball Activities, requires physical fitness, skill and mental alertness.

I warrant that I am (or a minor in my care is) medically and physically fit and am able to undertake and participate in Go Karting and am not a danger to myself or to others.

I warrant that I (or a minor in my care) have not any time suffered any blackouts, seizures, convulsions, fainting or dizzy spells.

I acknowledge and agree that I will disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage (or I will do so on behalf of a minor in my care).

I acknowledge that Luddenham Raceway relies on information provided by me and that any and all such information that I provide will be accurate, honest and complete.

I agree to report any accidents, loss or damage that I may suffer during any and all activities at Luddenham Raceway to the Staff at Luddenham Raceway before I leave, and I agree that I will honestly and accurately complete the correct forms as requested when reporting injuries (or I will do so on behalf of a minor in my care).

I warrant that I (or a minor in my care) have not at any time been excluded from physical or recreational activities for health reasons by a medical practitioner or any person or entity including but not limited to Luddenham Raceway and I acknowledge and agree that Luddenham Raceway may demand a medical certificate or opinion as to my fitness (or the fitness of a minor in my care) from a qualified medical practitioner prior to undertaking any activities at Luddenham Raceway.

In the interest of safety Luddenham Raceway has a ZERO TOLERANCE POLICY for alcohol and drugs and I acknowledge, agree and understand that drivers, visitors and participants to Luddenham Raceway must not be under the influence of drugs and alcohol.

I further acknowledge, agree and understand on behalf of myself and minor/s in my care that Luddenham Raceway has a ZERO TOLERANCE POLICY for dangerous and reckless driving of any kind. There is to be no deliberate dangerous driving and or ignoring instructions while participating in Go Karting Activities. I am aware that failure to abide by the safety policy and rules, terms and conditions of Luddenham Raceway will result in Luddenham Raceway terminating the provision of services and no compensation or refund will be issued.

I acknowledge, agree and understand that I will be held liable for any damage to Luddenham Raceway (be it the venue, property or equipment) including but not limited to damage to the surface of the track, barriers, buildings and areas surrounding the track, equipment, and any other property at Luddenham Raceway.

I may also be held liable for damage or injuries caused to other patrons and their property.

I acknowledge, agree and understand that I will also be held liable for any damage or injuries caused to Luddenham Raceway Staff. This acknowledgement is made on behalf of minor/s in my care).

I acknowledge, agree and understand that Luddenham Raceway requires me (or a minor in my care) to view and participate in a safety briefing demonstration and I (or a minor in my care) am required to follow, engage with and understand all of the safety messages and instructions contained in the briefing prior to engaging in Go Karting Activities at Luddenham Raceway.

By signing this document, I acknowledge, agree and understand that I (and on behalf of a minor in my care) agree to abide by the Terms and Conditions and all of the policies including but not limited to safety policies of Luddenham Raceway.

By signing this document, I further agree to I acknowledge, agree and understand (on behalf of minor in my care) that the risk warning above constitutes a "risk warning" for the relevant legislation, including for the purpose of Section 5M of the *Civil Liability Act 2002* (NSW).

By signing this document, I acknowledge, agree and understand that Luddenham Raceway will not be held liable or be responsible for any loss or damage that I (or a minor in my care) may experience at Luddenham Raceway.

I understand that I (or a minor in my care) am partaking in Recreational, Go Karting and Paintball Activities at Luddenham Raceway at my own risk and any damage they I (or a minor in my care) may suffer from and or experience in relation to my own property and equipment (which includes but is not limited to clothing, mobile devices, cameras, personal belongings, motor vehicles and motor bikes and trailers) whilst at Luddenham Raceway will not be compensated for by Luddenham Raceway as I have willingly chosen to participate (and have allowed minors in my care to participate) in high risk activities that could result in damage to my personal belongings, possessions and equipment.

I release and approve LRP to use all images and footage, my name and likeness recorded on the day for any purpose including promotion and advertising. I further understand the master tape remains the property of LRP and that there will be no restrictions on the number of times that my name and likeness may be used (this release is also applicable to minors in my care).

I AGREE to use the equipment, services and facilities provided to me (or a minor in my care) by Luddenham Raceway on the following Terms and Conditions:

As far as permitted by the Laws of New South Wales.

I assume all risks arising out of my use of equipment, services and facilities provided to me by Luddenham Raceway and hold harmless, and indemnify and will keep indemnified Luddenham Raceway against any claim arising whatsoever from my participation (or minor in my care) in Go Karting Activities or otherwise using Luddenham Raceway equipment, services and facilities.

I (or minor in my care) will read, understand and comply with all the rules and safety instructions provided to by Luddenham Raceway before participating in Go Karting and Paintball Activities and or use any Luddenham Raceway equipment, services and facilities. I am aware that if I do not fully understand any of the rules and safety instructions provided to me or a minor in my care, then I must ask for an explanation from Luddenham Raceway staff for an explanation to my satisfaction, and I understand that unless I ask for further explanation then I will be assumed to have read, understood and be willing to be in compliance with all the rules and safety instructions provided to me or a minor in my care by Luddenham Raceway.

I (or a minor in my care) will comply with all directions given to me by and agent, representative, staff member and or employee of Luddenham Raceway and ask for an explanation to my satisfaction should I not fully understand the directions.

I (or minor in my care) will use Luddenham Raceway's equipment, services and facilities entirely at my own risk and with a prior knowledge of the dangers and risks.

I consent to pay for and receive any medical treatment which Luddenham Raceway considers advisable in the event that I am injured or suffer illness at Luddenham Raceway (or minor in my care).

Parent/Guardian Signature:

Name:

Date: