



## ACTIVITY TERMS, CONDITIONS & WAIVER OF LIABILITY

Address:

Phone:

D.O.B.:

Age:

### **TO PARTICIPATE IN ACTIVITIES OF KARTING, VIRTUAL REALITY, PAINTBALL, SEGWAYS AND LASER TAG YOU MUST READ AND SIGN THE FOLLOWING:**

I am the participant named above and in consideration of Le Mans Entertainment Pty Ltd ("the Provider") providing services and/or equipment to enable me to participate in Activities, I agree as follows:

1. I will comply with all rules and directions provided by the Provider and their employees including, but not limited to:
  - (a) reading all safety instructions and signs in the kiosk and at the entrance of the Activity prior to my participation; and
  - (b) complying with all verbal and/or video instructions and directions by employees of the Provider.
2. I understand, acknowledge and agree that:
  - (a) I will exercise due care and skill while participating in the Activities;
  - (b) the Activities are dangerous and may result in serious injury, and my participation in the Activities and my use of any equipment related to those Activities involves inherent risks that will sometimes occur;
  - (c) the Activities require physical fitness, skill and mental alertness;
  - (d) my participation in the Activities and my use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability;
  - (e) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the Provider, the negligence of the participants, the negligence of others, accidents, breaches of contract the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes;
  - (f) the Provider has not made any representations in respect to the adequacy of my skills, level of physical or mental fitness, psychological state or any other capacity in relation to my participation in the Activities;
  - (g) I have made or will make full disclosure in writing to the Provider about health issues or other relevant matters of any kind concerning me and which might reasonably be expected to impact upon my ability to participate in the Activities; and
  - (h) I participate in the Activities solely at my own risk.
3. If I am participating in Go Karts, I further acknowledge and agree that:
  - (a) the Go Karts travel at high speeds;
  - (b) there is no insurance coverage for kart collisions and;
  - (c) participation is prohibited for drivers with a blood alcohol reading of 0.05 or higher.
4. If I am participating in Paintball, I further acknowledge and agree that:
  - (a) I am not a "prohibited person" for the purposes of the *Firearms Act 1996 (Vic)*; and
  - (b) I will at all times maintain a blood alcohol reading of 0.00 during my participation in the Activity.
5. I release and hold harmless the Provider, and all associated entities of the Provider, including but not limited to Le Mans Grand Prix Circuits Pty Ltd, and their respective shareholders, directors, officers, employees and agents from all liabilities arising from my participation in such Activities and from my use of any equipment provided by the Provider including, but not limited to, any and all claims, actions, demands or losses for bodily injury, death, and loss or damage to property which I may have now or at any time in the future (including where such claims, actions, demands or losses arise from any negligent act or omission to act by the Providers).

6. I agree to indemnify, defend and hold harmless the Provider, and all associated entities of the Provider, including but not limited to Le Mans Grand Prix Circuits Pty Ltd, and their shareholders, directors, officers, employees and agents from any and all third party claims, liability, damages of every kind of nature whether known or unknown and/or costs (including, but not limited to, legal costs) arising from or in any way related to my participation in the Activities and my use of any equipment provided by the Providers.
7. I request and agree that first aid or other appropriate medical treatment be administered to me in such manner as the Provider or any of its officers or employees or agents shall deem necessary. In such an event, I agree to indemnify, hold harmless and forever discharge the parties listed above for all injury or damage incurred in the course of administering the First Aid.
8. I hereby consent to the Provider to take photographs and or video footage where I may feature and distribute it on any medium including but not limited to print and online. I understand I will not be paid for giving this consent and I hereby waive any right to remuneration or any fee in respect to its use.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form 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, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** 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** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012** .

Adult Signature:

Date:

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**For participants under 18 years of age:  
(required for all underage participants)**

I hereby:

1. confirm that I am over the age of eighteen years and that I am the guardian of the participant;
2. acknowledge that I have read and clearly understand each of the conditions hereof;
3. warrant and declare that the information set out in this document is true and correct in every particular;
4. acknowledge that I accept full liability and responsibility for the actions of the participant during their use of the activity facilities and will ensure they comply with the above terms and conditions; and
5. indemnify and will keep indemnified the Provider and all associated entities of the Provider, including but not limited to Le Mans Grand Prix Circuits Pty Ltd and its officers, agents and personnel from all actions, claims, demands or proceedings made by or on behalf of the participant or any third party acting on behalf of the participant.

Guardian Name:

Relationship to Participant:

Address:

D.O.B:

Phone:

Age:

Signature:

Date: