



BUTTERFLY FARM INDY 800 KART TRACK



In consideration of **WILBERFORCE PARK PTY LTD** of the Butterfly Farm, Putty Road, Wilberforce trading as "Butterfly Farm Indy 800 Kart Track" (herein called "The Company", which expression shall include all employees, agents, licensees and sub-contractors of The Company) consenting to my hire of its vehicles and use of its services and facilities with either a hired vehicle or my own vehicle.

I.....
FIRST NAMES
SURNAME

of.....
NUMBER
STREET
SUBURB
POSTCODE
PHONE NUMBER

(herein called "The Driver", which expression shall include my heirs, executors and assign).

1. Agree to accept such hiring of the company's vehicles and use of its services and facilities upon such terms and conditions as the company may from time to time impose on the conduct of the Butterfly Farm Indy 800 Kart Track.
2. Agree to assume all risks in and about the use of any of The Company's vehicles, services and facilities, and hereby release absolutely The Company from all liability and responsibility in connection with any and all damages, claims, rights and causes of action of whatever kind based on any injury or disability to myself or the death of myself or damage to any of my property arising directly or indirectly out of any use or intended use at any time of any facilities and services of The Company or any other cause whilst I am on the company's property, whether or not the said injury, disability, damage or death is caused by any negligence of the company its servants, agents or employees.
3. Do hereby agree to indemnify The Company and keep it indemnified in respect of any legal, liability, loss, claim, judgment, demand, right or proceeding in respect of any injury or damage whatsoever arising out of any statute or at common law to any other person or property which may result directly or indirectly from any use or attempted use at any time by myself of any vehicles, services or facilities of the Company. I further agree to be liable for and to assume all risk of loss, damage or injury to any personal property by reason of the condition of any of the said vehicles, services or facilities used by me or the use, management or control or operation thereof.
4. Acknowledge that the right to the use of the vehicles, services and facilities of The Company is personal to me and is not capable of transfer or assignment to any other person or company.
5. Agree to abide by all the rules and regulations established by The Company from time to time regarding the use of The Company's vehicles, facilities and services, including but not limited to the following:
 - (i) deliberate ramming of vehicles is prohibited;
 - (ii) I must remain seated in any vehicle driven by me at all times until an attendant authorises my exit from such vehicle;
 - (iii) my arms and legs must remain entirely inside any vehicle at all times whilst it is in motion.
6. Authorise The Company and any advertising and marketing agency acting on behalf of The Company to take, use and re-produce photographs and films of me whilst I am using the vehicles or facilities of or otherwise on the property of The Company and to use the same without any charge to The Company for any lawful purpose including commercial advertisements and I further authorise The Company and any other person authorised by it to use the information set out in this Agreement or otherwise collected on behalf of The Company in any way in which The Company or such authorised person sees fit.
7. Warrant and represent to The Company that all details given by me herein are true and correct.
8. Acknowledge that I have read and understood each of the terms and conditions hereof.

.....
SIGNATURE OF DRIVER
DATE
DATE OF BIRTH

CONSENT AND INDEMNITY BY GUARDIAN IF DRIVER IS UNDER 18

I.....
FIRST NAMES
SURNAME
RELATIONSHIP TO CHILD

of.....
NUMBER
STREET
SUBURB
POSTCODE
PHONE NUMBER

being the legal guardian of the above driver hereby consent to the driver hiring and using the vehicles, facilities and services of The Company. In consideration of The Company providing such vehicles, facilities and services upon the terms and conditions above appearing which I have read and understood I hereby agree to be liable for and to indemnify and keep indemnified The Company against all loss, damages, costs and expenses whatever suffered or incurred by The Company as a result of any actions or failure to act or behaviour whether negligent or otherwise of the driver **AND** including loss, damage, costs and expenses sustained by The Company and directly or indirectly caused by the driver's breach of any of the terms and conditions above appearing.

I further authorise The Company in respect of any accident, injury or illness sustained by the driver to obtain all necessary medical assistance and hospital accommodation and in this respect I agree to pay all hospital and doctor's fees and expenses incurred upon the driver's behalf such to be paid to The Company on demand. In the event of any emergency necessitating the performance of an urgent surgical operation upon the driver, **I HEREBY AUTHORISE** such operation and the administration of an anaesthetic, provided that such medical treatment is administered by a fully qualified medical practitioner.

.....
 SIGNATURE OF PARENT/GUARDIAN

OFFICE USE: 4-STROKE 2-STROKE HIRE KART

Licence No..... Expiry Date.....

AMOUNT PAID: Licence \$
 Hire Fee \$
TOTAL \$
 (incl GST)