

**AX COMPENSATION LAWYERS PTY LTD
GO-KART TIME TRIAL EVENT – RELEASE, WAIVER & INDEMNITY FORM**

Participant Details

Full Name: _____

Address: _____

Telephone: _____

Email: _____

Date of Birth: _____

IMPORTANT: READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

1. Acknowledgements regarding the Activity

1. I acknowledge and agree as follows:
 - (a) As this is a speciality event, the go-kart that you will be using is not a standard or restricted go-kart commonly used by members of the public at a general go-kart facility.
 - (b) The go-kart is considerably more powerful than a standard go-kart. It is important that you use the go-kart strictly in accordance with the safety instructions that you will be given prior to taking part in the activity.
 - (c) There are significant, inherent risks associated with participating in the activity, including but not limited to the risk of serious injury or death. These risks may be even more significant given the nature of the go-kart that you will be using in this event.
 - (d) I voluntarily agree to participate in this activity, acknowledging and assuming all risks (foreseeable and unforeseeable) associated with participating in the activity, including those that may arise from the actions or omissions of AX Compensation Lawyers Pty Ltd (**ACL**), event organisers, or other participants.

2. Release, Waiver and Indemnity

2. In consideration of being permitted to participate in the go-kart time trial event, I hereby irrevocably agree to:
 - (a) ****WAIVE**** any and all rights I may otherwise have to bring any claim or action against ACL, its directors, officers, employees, agents or contractors for any injury, loss, damage or death arising from or in any way related to my participation in the activity.

- (b) ****RELEASE**** and ****DISCHARGE**** ACL, its directors, officers, employees, agents or contractors from any and all liability for any claims, actions, demands, losses, damages, costs or expenses (including legal costs) arising out of or in any way referable to my participation in the activity.
- (c) ****INDEMNIFY**** and to keep indemnified ACL, its directors, officers, employees, agents or contractors against any claims, actions, demands, losses, damages, costs or expenses (including legal costs) arising out of or in any way referable to my participation in the activity.
- (d) ****UNDERTAKE AND WARRANT**** that I will not sue or otherwise make any claim against ACL, its directors, officers, employees, agents or contractors in respect of any injury, loss or damage that arises from my participation in the activity or any related initiative.

3. Warranties by Participant

3. By signing this document, I warrant that:

- (a) I do not suffer from any injury, illness, medical condition or disability that would prevent me from safely participating in the activity or that would create a risk of harm to myself or to others.
- (b) I am not pregnant.
- (c) I am at least 18 years of age.
- (d) At the time of signing this release and at the time of participating in the activity, I am not and will not be under the influence of alcohol or any drug or medication.
- (e) I am at least 152 cm in height or taller.

4. Surrender of Rights

4. I acknowledge and agree that by signing this document, I am surrendering rights which may otherwise have been considered valuable or which may have entitled me to make a claim for compensatory damages. I confirm that I am waiving these rights voluntarily and with full understanding of their effect.

5. Legal Advice

5. I acknowledge that I have been advised to seek independent legal advice regarding the terms and effect of this document. I confirm that I have had the opportunity to do so and that I have obtained that advice or have voluntarily elected to refrain from doing so.

6. Media Consent and Authorisation

6. I acknowledge and irrevocably authorise ACL to record my participation in the activity and to use any photographs, video, footage or other recordings for any advertising, marketing or promotional activity (including, but not limited to, television, newspapers and social media), without charge and without further approval from me. I understand that I will not be entitled to any payment for such use.

7. General

7. This release is governed by the laws of Queensland, Australia. If any part of this release is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

SIGNATURE

Signed: _____

Name: _____

Date: _____

NOTE TO PARTICIPANT:

If you do not understand any part of this document, you should seek independent legal advice before signing.