



# WARNING:

## Kart Racing Is Dangerous

### Terms and Conditions of Entry

By entering this venue, you agree to comply with Karting Australia's policies, including its **Code of Conduct**, which applies to all entrants. Failure to comply with the Code of Conduct (available on KA's website or via the above QR Code) may result in, among other things, removal from this venue as well as temporary or permanent bans from attending Karting Activities or race Meetings.

Australian Karting Association Ltd. T/A Karting Australia and its affiliates ("**KA**") is in the business of providing recreational services that relate to the sport of go karting, including official and private practice, come and try days, demonstrations, displays and race competition ("**Business**").

By entering the Venue any Attendee is at risk of death or of suffering personal injury (both physical and psychological) or loss and damage to property ("**Harm**") arising from KA conducting its Business. Each Attendee releases and indemnifies KA and holds it harmless with respect to all liability for death, personal injury and all other loss and damage, including damage to property howsoever arising, except to the extent prohibited by law. The Attendee voluntarily entered the Venue at its own risk and knows that go karting is a potentially dangerous activity.

Affiliates of KA include, but are not limited to its Member States (organisations including Karting Australia (New South Wales) Inc, Karting (WA) Inc, Victorian Karting Association Inc, Australian Karting Association (SA) Inc, Karting Tasmania Inc, Australian Karting Association (NT) Inc, Australian Karting Association Queensland T/A Karting Queensland), Clubs, Individual Members, Affiliate Members, Life Members, committee members, trustees, license holders, officials, instructors/coaches, employees and volunteer workers, the CEO, the Board and Management of KA, promoters, organisers, sponsors, owners, contractors, lessees and licensees of the land, and respective servants and agents.

WARNING: If you participate in these activities your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

NOTE: The change to your rights, as set out in or on this sign, 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 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.