

Go Kart Hire
Terms and Condition and Waiver Document

Victor Harbor Holiday Park Pty Ltd

ABN 37 668 951 004

Name:

Site / Cabin #:

Phone #:

This Agreement is made between Victor Harbor Holiday Park Pty Ltd, its directors, employees or agents (hereinafter called "the Hirer") and myself (the undersigned) (hereinafter called "the Hiree"). As part of its duty of care the Hirer warrants that all hire equipment is in good condition and repaired.

1. I, the Hiree, acknowledge that I must be over the age of eighteen years to sign the hire agreement. I further accept responsibility for all children for whom I may hire equipment on behalf of.
2. I acknowledge that there is a possibility that an injury or accident could occur during the use of the hire equipment.
3. I engage in the hire at my own risk and agree to operate the hired equipment in accordance with any local and government rules and regulations that apply.
4. I agree to be solely liable for any loss or damage occasioned or caused to any person/s or property arising out of the goods so hired.
5. I agree to pay for any damage howsoever caused to the equipment, and shall be responsible for the full replacement of, or shall pay the full retail value of any equipment rented and not returned to the Hirer.
6. I will always take control of the hire equipment and assume total responsibility.
7. I agree, as a condition of hire, to wear all compulsory safety equipment provided for the full duration of the hire.
8. I hereby release and forever discharge from all liability and agree not to sue the Hirer and its officers, employees, volunteers, agents, contractors, public bodies, land holders and Council from any and all claims, suits, demands, expenses, costs, damages, or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my hire of the bike.
9. I hereby indemnify and hold harmless the Hirer, its officers, agents and contractors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with the hiring of equipment.
10. I agree to return the equipment by the time and date agreed and acknowledge that if the hiring period is exceeded hourly/daily rates will be charged.
11. I acknowledge that no refunds will apply for equipment returned early.
12. I acknowledge that the Hirer shall have the right at any time to retake possession of the equipment hired.
13. I confirm that I am of the prescribed age and that I have read and understood this assumption of risk and waiver of liability agreement prior to signing it and agree that this agreement will be binding upon my heirs, executors, administrators, and successors.

☒ I acknowledge that I have read and fully understand the conditions of hire as set out above. I am happy to hire the hire equipment subject to these conditions:

Signature: Parent and/or Guardian

Date: