

Lincolnshire Kart Racing Club Limited

Terms & Conditions of hire

Definitions

“us”, “we” and “our” means Lincolnshire Kart Racing Club Limited of Foxhall Lodge Foxhall Road Nottingham NG7 6LH, our officers, directors, employees, consultants, agents or licensees.

“you”, “your” and “yourself” means the individual or organisation set out on the booking form annexed to these terms and conditions and shall include all or any persons participating or attending the Event under your booking form.

“Event” means the specific track hire details on the booking form annexed to these terms and conditions.

“the Track” means Fulbeck Kart Racing Track as operated by us.

Booking and Payment

We reserve the right to cancel or refuse any booking at our sole discretion.

There shall be no refund made by us if the Event is terminated either on the day of the Event or shortly before as a result of adverse weather or other matters which in our reasonable opinion are beyond our control.

Track use and regulations

All karts are subject to a noise limit of 108 decibels.

No pit bikes, push bikes, model cars, footballs roller skates or similar are permitted to be used in the pits or the Track.

All waste arising (including oil, fuel and washing down waste) must be disposed of responsibly in the receptacles provided.

Kart engines may only be run between 9.30 am and 6.00pm.

You undertake that all Karts brought by you to the Event will conform to current RAC MSA regulations.

You acknowledge that other vehicles may use the Track during the Event.

You acknowledge that we will not inspect other vehicles on the Track and that we give no guarantee as to the suitability of other Karts using the Track whether in connection with your Event or otherwise.

We will not be inspecting the Track , infrastructure or other facilities prior to or at any time during the Event and you must satisfy yourself as to the safety, condition and suitability of the Track for your use prior to and at all times during the Event.

There will be no medical facilities or trackside marshall assistance supplied during the Event.

Please note that Karts not effectively silenced to the noise limit stated above will be subject to an immediate exclusion from the Event without any refund.

Timing, competitive driving and racing is strictly forbidden during the Event and any driving which, in our opinion is dangerous, aggressive or inconsiderate will result in the driver being immediately excluded from the remainder of the Event without any refund.

All persons attending the Event must sign the declaration and indemnity below to acknowledge that they agree not to hold liable Lincolnshire Kart Racing Club Limited or our officers, directors, employees, consultants, agents or licensees for any damages, injuries (including death) and/or claims which may be sustained directly or indirectly arising out of participation in the Event save to the extent that personal injury or death are caused directly by the negligence, error or omission of those persons listed above.

Risks Associated with the Event

You acknowledge and recognise that your participation in the Event is potentially dangerous and that there are numerous risks associated with it. Such risks dangers include but are not limited to, collisions with spectators, vehicles, other drivers and/or fixed or moving objects and the negligence of other drivers and participants. Further, you fully understand and realise that your participation in the Event may result in serious bodily injury and/or death to yourself or others.

With the full knowledge and understanding of the potential risks referred to above and associated with your participation in the Event, you enter the Event voluntarily and fully accept and assume every such risk for loss, damage or injury (including death) save where such loss damage, injury or death arises through the negligence of Lincolnshire Kart Racing Club Limited, our officers, directors, employees, consultants, agents or licensees.

Waiver of Liability

In consideration of you being permitted to take part in the Event, you waive, release and discharge for yourself, your executors, administrators and legal representatives all or any rights and/or claims which you have or may have in the future against Lincolnshire Kart Racing Club Limited , our officers, directors, employees, consultants, agents and licensees for all and any damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising from your participation in the Event, except to the extent that personal injury or death are caused directly by the negligence, error or omission of those persons listed above.

Further, you agree not to hold liable Lincolnshire Kart Racing Club Limited or our officers, directors, employees, consultants, agents or licensees for all or any damages, injuries (including death) and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event except to the extent that personal injury or death are caused directly by the negligence, error or omission of those persons listed above.

This waiver shall include but not in any way be limited to all claims for property damage or financial loss arising from such claims. Your waiver shall be a complete and unconditional release of liability to the extent permissible by law and agree that if any aspect of this waiver is held to be invalid, then the remainder of this clause and these terms and conditions generally shall continue in full force and effect.

Indemnity

You hereby agree to fully release and indemnify Lincolnshire Kart Racing Club Limited our officers, employees, consultants, agents and licensees from all and any claims, demands, damages, liabilities or legal action arising directly from your negligence, error or omission at the Event.

You further agree that you will reimburse us for all and any reasonable costs or fees incurred as a result of any damage caused by you or any persons attending the Event to the infrastructure of the Track.

General

There shall be no variation to these terms and conditions unless agreed between us and evidenced in writing.

You agree and accept all of these terms and conditions and understand that whilst we will use our reasonable efforts to ensure that all other participants using the Track at the same time as your Event abide by these terms and conditions, we cannot guarantee that these terms and conditions will at all times be complied with nor be held responsible or liable in any way for their non-compliance.

You agree that by completing the booking form and accepting these terms and conditions you are entering into a legally binding agreement with us to participate in the Event on our terms and conditions.

You declare that you have read and understood the terms and conditions and agree to all of them (including but not limited to those relating to waiver of liability and indemnity) in full.

This contract is subject to the law of England and Wales.

It is important that you read and understand the declaration and indemnity and terms and conditions that apply. If there is any term that you do not understand or do not wish to agree to, then please do not sign.

Declaration and Indemnity to be signed by all persons attending the event

I hereby acknowledge that whilst attending this Event I do so entirely at my own risk.

Save as provided above no claim of any kind shall be made by me or on my behalf or on behalf of any of my dependents against Lincolnshire Kart Racing Club Limited their officers, directors, employees, consultants, agents or licensees.

I agree to the above conditions and hold harmless Lincolnshire Kart Racing Club Limited their officers, directors, employees, consultants, agents or licensees against any liability arising hereunder.

Print Name	Address	Signature (Countersign by parent or guardian if under 18)	Date

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