



**PI OPERATIONS**  
 RMB 500GP  
 Back Beach Road  
 Cowes Victoria 3922



**First name**  
**Last name**  
**Street & No.**  
**Postal code**  
**City**  
**B.O.D.**  
**Mobile**  
**E-mail**

**TERMS AND CONDITIONS OF HIRE OF GO-KARTS WITH PI OPERATIONS PTY LTD ABN 62 108 623 463**

In this agreement (including in the consent over page) "PIOPS" means PI OPERATIONS PTY LTD and all its related entities (including but not limited to PI Visitor Centre Pty Ltd (ACN 108 623 043)) and its and their officers, employees and agents and PI Operations Pty Ltd enters this agreement (including the consent over page) as agent for each of those entities and persons to the extent (but only to the extent) necessary to enable them to take the benefit of the releases and indemnities contained in this agreement.

**HEREBY REQUEST PI Operations Pty Ltd to allow me to hire and use (as driver or passenger) a Go-Kart at its Outdoor Go-Kart Facility located at Phillip Island Grand Prix Circuit, Back Beach Road, Cowes, 3922, upon and subject to the following terms and conditions.**

1. I **ACKNOWLEDGE** that go karting is dangerous and I agree to accept all its dangers and risks. I **ACKNOWLEDGE** that in doing so I am accepting both the risk of injury or death caused by my own actions and the risk of injury or death over which I have no control, including injury or death caused by other drivers, equipment and track conditions.
2. I **RELEASE** PIOPS from any liability in contract, tort, statute or otherwise for any loss or damage of whatever nature connected to death or personal injury, however any such loss or damage may be caused and even if caused by negligence of PIOPS (other than gross negligence). The release in this provision 2 is intended to exclude my rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (Victoria) and all other rights which may legally be excluded, but the release in this provision 2 does not apply to exclude, restrict or modify any of my rights to the extent to which they may not legally be excluded, restricted or modified. In this provision, "gross negligence" means an act or omission of PIOPS which was done or omitted to be done with reckless disregard, with or without consciousness, for the consequences of the act or omission.
3. I **RELEASE** PIOPS from any liability in contract, tort, statute or otherwise for any loss or damage of whatever nature connected to:
  - death;
  - a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
  - the contraction, aggravation or acceleration of a disease of an individual; or
  - the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community.

however any such loss or damage may be caused and even if caused by negligence of PIOPS (other than reckless conduct). The release in this provision 3 is intended to exclude my rights under the Competition and Consumer Act 2010 (Cth) and all other rights which may legally be excluded, but the release in this provision 3 does not apply to exclude, restrict or modify any of my rights to the extent to which they may not legally be excluded, restricted or modified. In this provision, "reckless conduct" means conduct of PIOPS where PIOPS is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and which PIOPS engages in despite the risk and without adequate justification.
4. **IN ADDITION** to and without limiting the releases in provisions 2 and 3 above, I **RELEASE** PIOPS from any liability in contract, tort, statute or otherwise for any loss or damage of whatever nature which is not connected to death or personal injury however any such loss or damage may be caused. The release in this provision 4 applies to the fullest extent permitted by law, but does not apply to exclude, restrict or modify any of my rights to the extent to which they may not legally be excluded, restricted or modified.
5. I **INDEMNIFY** PIOPS in respect of any loss or damage of whatever nature caused by me whether I have been negligent or not. This indemnity applies to the fullest extent permitted by law, but does not apply to exclude, restrict or modify any of my rights to the extent to which they may not legally be excluded, restricted or modified.
6. I **ACKNOWLEDGE** that nothing in these conditions affects my rights under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria), the Australian Consumer Law and Fair Trading Act 2012 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such rights or implied conditions or warranties apply to me and cannot be excluded or modified by law. However, without limiting the rights, conditions and warranties which may be excluded or modified by law, I also acknowledge the exclusions in paragraphs 2 and 3 above and the warning below.
7. I **AGREE** to observe and be bound by the PI Operations Hire Rules whenever I am at the Outdoor Go-Kart Facility.
8. I **AGREE** that PI Operations has the right to end the hire of its Go-Kart at any time and if I am asked to leave by PIOPS I will do so promptly.

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

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

**COLLECTION OF PERSONAL INFORMATION**

PI Operations Pty Ltd (we, our, us) collects personal information about patrons of the Outdoor Go-Kart Facility (including the name, address, email address, phone number, date of birth and image or likeness of users) to enable it to operate the Outdoor Go-Kart Facility and other attractions at the Phillip Island Grand Prix Circuit and to promote the Facility and the Circuit and events at the Facility and the Circuit. In particular, we may collect such information for the purposes of conducting research, marketing and promotional activities in relation to the Facility and the Circuit, for managing access to the Facility and the Circuit, for reporting incidents to Worksafe Victoria and other relevant authorities under applicable laws and for use in legal proceedings.

- If you do not provide us with the personal information described above:
- you may not be able to use the Outdoor Go-Kart Facility; and
  - we may not be able to provide you with information about products and services that you may want, including information about discounts, sales or special promotions.

We may disclose the personal information we collect to our employees, related bodies corporate, contractors and service providers as well as to relevant authorities as set out above. We are not likely to disclose the information to overseas recipients.

Our privacy policy is available on our website ([www.phillipislandcircuit.com.au](http://www.phillipislandcircuit.com.au)) and contains more details about:

- the personal information we collect and how we deal with that information;
- how you may access the personal information which we hold about you and seek correction of that information; and
- how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

Alternatively, to find out more about how we collect and use your personal information, contact PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

Unless you advise us to the contrary, you consent to receiving future promotional and marketing material from us and our related entities, including via electronic messages (e.g. email, SMS etc). If you do not wish to receive promotional and marketing material, please select the unsubscribe option where applicable or by contacting the PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**  
 Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you –

**4/11/2015 8:56:15 AM**

**I ACKNOWLEDGE** that I have read and accept the warning above and the statements regarding collection of personal information.

**THESE CONDITIONS** apply to the use of a Go-Kart at any time on the date of this agreement. However, I **ALSO AGREE** that if I have signed this agreement the above provisions 1 to 8 apply every time I use a Go Kart in the future, whether or not I have signed another copy of this agreement prior to such future use.

**SIGNATURE**..... **DATE**...../...../20.....

**NOTE: If driver or passenger is under 18 years of age, a parent or guardian is required to sign where indicated on the next page.**