



# K1 KARTING

## Waiver of Liability and Declaration of Assumption of Risk

I hereby confirm that I will not participate in any activity unless I have first attended the drivers' briefings, where I will be advised and thoroughly informed of the inherent risks in taking part in karting and related activities, including but not limited to the fact that taking part in karting and related activities can cause injuries to myself, by collisions, overturning, rapid decelerations, rapid accelerations and unpredictable acts. I further state that following these briefings, I will abstain from participating should I not agree to accept the inherent risks involved. I understand that it is incumbent on me to seek further advice from the track coordinator if I do not understand the instructions given in the briefing. I further state that I am in good physical and mental health, my eyesight (corrected as appropriate), is up to the standard required for a road driving test and I am not suffering from any other medical condition or disability which might make it unsafe for me to drive. I further state that I am not participating against medical advice, and that I do not have any pre-existing condition which might make it unsafe for me to drive. I confirm that I have not consumed alcohol in the last 12 hours, which would result in my blood alcohol level exceeding the legal limit for driving a vehicle on the road in the Malaysia. I can confirm that I am not under the influence of controlled drugs. K1 Karting have my permission to monitor me whilst on the premises through CCTV. This data will be used in evidence if the Directors deem it may be useful to mitigate an accident, criminal or civil action. By my signature I accept that I fully understand that the terms of this document and the reasons why I have been asked to sign it and hereby confirm that I am signing it of my own free will. I further expressly confirm that I understand that karting and its related activities are not without risk, and that accordingly I accept to undertake the responsibility to look after myself and those around me in a careful and thoughtful manner at all times whilst on the premises. By engaging in any activities offered by or associated with K1 Karting, I freely accept and fully assume all inherent dangers and hazards and the possibilities of serious bodily injury, paralysis, death and property damage or loss resulting there from. I hereby voluntarily assume all risk of loss, damage and injury, including death that may be sustained by me or any property of mine whilst at K1 Karting. I further state that I am of lawful age and legally competent to sign this waiver, or that I have acquired the written consent of my parent or guardian as appropriate.

## Driver Responsibilities

Please be aware substantial footwear must be worn at all times, absolutely no sandals or flip flops are NOT allowed on the track.

-We ask you to be responsible for your own valuables.

-Minimum age for on track activities is 12+

-Minimum height for on track activities is 140cm.

-Drivers must arrive at least 30 minutes before their allocated track time.

-K1 Karting reserves the right to disallow Drivers to participate should they arrive too late for the mandatory safety briefing. No refunds will be offered if this happens.

All drivers will be asked to complete a Driver disclaimer (as above) which will confirm the following. They are in good health – medically fit and if not in a condition that could make it dangerous to drive. That they are not under the influence of alcohol or drugs and disclose any prescribed drugs they are taking.

They will accept the decisions of the marshals – should they decided not to let them drive or terminate the drive early for safety reasons.

The accept the duration of their visit will be recorded via CCTV.

They will wear the helmet and safety equipment provided and are advised to wear gloves, however if they do not, do so at their own risk.

They have read and accepted the terms and conditions, understand that motorsports can be a dangerous sport and that there are risks involved.

All Drivers must be capable of reaching and operating the controls of a kart comfortably, IF in doubt we strongly advise a visit to K1 Karting to have an assessment prior to a booking commitment.

The allocation of Kart size and numbering, to drivers is at all times to the discretion of the Directors of K1 Karting, from our fleet. From time to time there may be a decision made to allocate a driver to a kart based on other information than age, such as observed ability or disability.

#### Health and Safety

All drivers must obey the RULES of the track – as follows

- ☒ You MUST wear a safety helmet and overalls and are advised to wear gloves
- ☒ You MUST attend the mandatory driver safety briefing when asked to do so
- ☒ ALWAYS obey the marshal's instructions – their decision is final
- ☒ NO BUMPING – bumping is DANGEROUS
- ☒ OBEY all lights and flags
- ☒ DO NOT get in or out of a kart unless told to do so by a Marshall
- ☒ Walking pace when coming into the pit lane
- ☒ No loose clothing, sandals, slippers, food/drink or use of electrical equipment. Safely secure keys
- ☒ No aggressive behaviour Inc. bad language to be tolerated to our staff or customers
- ☒ Spectators and visitors MUST NOT attempt to enter the track unless invited to do so by a Marshall. All safety signage displayed at the venue MUST be complied with
- ☒ Children Must be supervised by a responsible adult at all times
- ☒ Balaclavas are mandatory for safety and hygiene purposes
- ☒

#### Age Policy

- ☒ From 12 years old and above with minimum height of 140cm.

Proof of age may be required if there is any doubt please be prepared. Any driver under 15 MUST be signed in by a parent or guardian. If you need to bring someone else's child then you must be prepared to act "in loco parentis" (in place of a parent) and make all any decisions as to the suitability of the activity for the child.

## Alcohol Policy

### Don't Drink and Drive

K1 Karting operates a strict alcohol and non-prescribed Drug policy. If we have any doubts about any Drivers ability to drive or have any reason to believe that the Driver is under the influence of drink or non-prescribed drugs, we reserve the full right to disallow that person to drive for those reasons. Please help to keep all our customers and staff safe when at our track.

### Payments

- ☒ Payments are non-refundable when taken in the venue.
- ☒ Cash or Debit/credit cards are accepted.

### Bookings phone or in person

- ☒ Full payment is payable at the time of booking.
- ☒ K1 Karting reserves the right to disallow Drivers to participate should they arrive too late for the mandatory safety briefing. No refunds will be offered if this happens.
- ☒ Outstanding balances must be paid in full prior to the commencement of the booked event if any.
- ☒ Bookings are only confirmed once the appropriate deposits or full payments are paid and a completed booking form received and accepted.
- ☒ Bookings cannot be re-sold however the Directors may allocate the credits for the value of the booking to a member of the payee's choice.

### Online Bookings

- ☐ We ask for contact details when booking and financial information i.e., card number, expiry date and CV2 number on the payment processing form. The information is used for payment processing and to fulfil your order, if there are any issue with the payment, we will contact you.
- ☐ Sessions bought online are non-refundable, but may be altered once to another appropriate product or time at the discretion of the managers on the request of the purchaser only if there is 48+ hours advance notice given by e-mail or in person.
- ☐ K1 Karting reserves the right to disallow Drivers to participate should they arrive too late for the mandatory safety briefing. No refunds to will be offered if this happens.

#### Exclusive Bookings

- ☒ Signing and returning the booking form along with deposit constitutes a contract between you/your organisation and K1 Karting.
- ☒ All bookings are non-refundable and non-transferable.
- ☒ The Deposit on event fees and any extras needs to be 14 days prior to booking.
- ☒ In the event of not receiving a booking form or deposit K1 Karting can at its discretion cancel any event.
- ☒ Payment of all booked driver number needs to be settled even if fewer drivers compete.
- ☒ K1 Karting reserves the right to disallow Drivers to participate should they arrive too late for the mandatory safety briefing. No refunds will be offered if this happens.
- ☒ If you sign the booking form for an organisation then you must be empowered to do so.
- ☒ It is strictly forbidden to supply your own food and drink at the Track or in-house Café.
- ☒ K1 Karting operates a strictly no alcohol and non-prescription drug policy, and reserves the right to breathalyse / test.

#### Cancellations/Refunds

- ☒ A full refund of all monies paid is returned to the payee/event organiser if K1 Karting is unable to provide the booked event for logistical reasons or a suitable alternative date cannot be agreed. The event organiser must be reasonable and flexible in their offer of 3 alternative dates and times within 12-month period from booking, for K1 Karting to deliver on the booking requirements.
- ☒ Refunds are made on written request to [info@ K1karting.com](mailto:info@K1karting.com)
- ☒ K1 Karting reserves the right to suspend or cancel a booked event at any time if it is judged to be unsafe.
- ☒ K1 Karting is not responsible for any additional costs incurred by the event organiser, drivers booked or any other third party at any time.

#### Exclusion from venue

K1 Karting reserves the right to cancel a booked event or exclude drivers, spectators and visitors from the premises with no refund under the following circumstances:

- ☒ They are abusive to our staff.
- ☒ They are thought to be under the influence of alcohol or non-prescription drugs.
- ☒ They are wearing clothes likely to cause offence.
- ☒ They are considered to be a danger to themselves or others.
- ☒ They are displaying aggressive or abusive behaviour (physical or verbal).
- ☒ Non-compliance of track/facility rules as displayed or instructed.

#### K1 Karting customer commitment

- ☒ K1 Karting are dedicated to the highest quality of Customer Service delivered with a sense of warmth, friendliness individual pride.
- ☒ We are committed to the health and safety of all who use our track.
- ☒ We welcome customer feedback and will use information from our valued customers to shape the business.
- ☒ Our customers' safety is of paramount importance and from time-to-time decisions will be taken as situations arise to protect the safety of all at the perceived disadvantage to the individual or group of individuals.

#### Privacy Policy

At K1 Karting, we are committed to maintaining the trust and confidence of our visitors to our website. In particular, we want you to know that K1 Karting is not in the business of selling, renting or trading email lists with other companies and businesses for marketing purposes. That is simply not what we do. But just in case you don't believe us, in this Privacy Policy, we've provided lots of detailed information on when and why we collect your personal information, how we use it, the limited conditions under which we may disclose it to others and how we protect it.

I hereby agreed with all the above:

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_