

NSW OUTLAW KARTS ASSOCIATION

MEMBERSHIP APPLICATION TERMS & CONDITIONS

Valid from 1 February 2026

E: admin@nswoutlawkarts.com.au



MEMBERSHIP DECLARATION

I declare that I am the Primary person completing the online Membership Application and have the consent of all attached listed applicants. As the Primary person, I am aged 18 years or over and agree to be listed as the registered owner of kart(s) listed in this application. I have read, understand and agree to terms stipulated in the NSW Outlaw Karts Membership Application, NSWOK Membership Term & Conditions, NSWOK Policy – Code of Conduct and the NSWOK Constitution. I acknowledge that other club policies may be devised throughout the duration of my/our Membership(s) and will be made available on the website. As the Primary person, I acknowledge, that the aforementioned documents and policies apply to all parties for which I completed an online Membership Application.

I/we acknowledge, understand and agree that:

1. I/we will be an active member of the club and will assist with track preparation/working bees prior to club events and flag marshalling and other duties at club events whenever possible.
2. Motor Racing is a dangerous recreational activity which involves a significant degree of risk of physical harm to me/us.
 - a) There are risks in karting which are obvious to me/us as a reasonable person/people ("obvious risk").
 - b) As a matter of law, I/we have no right to claim compensation from anyone if I am/we are harmed because of an obvious risk materialising while I/we am/are participating.
 - c) I am aware that other drivers may drive with limited skill and ability.
 - d) I voluntarily assume all risks associated with Motor Racing and other activities.
3. I release NSW Outlaw Karts Association Inc from all claims and cost I/we would otherwise have or be able to bring if I am/we are injured or killed or if any of my/our clothing or other property is damaged or lost while I am/we are at the premises regardless of how that injury, death, damage or loss happens and even if (by way of example) it happens as a result of:
 - a) The negligence or recklessness of someone else (including NSW Outlaw Karts Association Inc);
 - b) The design, construction, condition, adequacy or suitability of the karts, track, equipment, services, amusements, land, buildings, car parks, paths, landscaped areas or other improvements or facilities at the premises;
 - c) Any omission, inadequacy or error in any training or instructions that I/we or anyone else is given or in any rules or regulations made or procedures adopted by NSW Outlaw Karts Association Inc.;
 - d) I accept liability for and will indemnify and keep NSW Outlaw Karts Inc. indemnified against any claims and costs.
4. I also accept liability for and will indemnify and keep NSW Outlaw Karts Inc. indemnified against any claims or costs arising from any injury or death to any person and any loss of or damage to any property which arises out of my/our negligence or recklessness while I am/we are at the premises.
5. I will comply with all rules, regulations, procedures, training, information and instructions made or given by NSW Outlaw Karts Association Inc.
6. I authorise NSW Outlaw Karts Association Inc. to take photographs, film and other images of me/us while I am/we are at the premises and to develop, print, reproduce and use them free of charge for any purpose (including commercial advertising and promotions). I/we understand that I/we can stop this authorisation by notifying the club at any time.
7. I authorise NSW Outlaw Karts Association Inc. to send material to my/our email address. I/we understand that I/we can stop future transmission of this material by notifying the club.
8. If my/our intellectual or physical capacity is diminished in any way, it is my/our responsibility to notify NSW Outlaw Karts Association Inc. in writing of that fact before I/we take part in any activities.
9. Full payment of the Membership Fee(s) relevant to the application being sought is required to be submitted with any application for membership.
 - a) The approval or rejection of any membership application (Individual or Family) remains purely at the discretion of the NSW Outlaw Karts Association Inc.
 - b) Should the club reject a membership application for any reason the Membership Fee will be refunded to the applicant in full.
10. All approved "new memberships" will endure a probation period of three (3) months.
 - a) Should a membership be revoked during the probation period, the applicant will receive a full refund of the relevant membership fee.
 - b) Should a membership be revoked and/or cancelled after the probation period has expired, no refund will apply.
11. The club reserves the right to cancel the existing membership of any person or family without negotiation or explanation.