



# DRIVER'S INDEMINITY FORM (One form per person.) Enclosed Annexure – A must also be filled in if driver is under 18 years of age.



### DETAILS OF PERSON DRIVING THE GO-KART

Name*:				Instagram :		
DOB*:		Age*:	Years*:	G	ender :	
Address*:						
Mobile*:	Email*:					
In case of e	mergency Name / Mobile no*:	Relation*:				
Medical History* (please note any relevant medical conditions):						
Does the Driver take regular medication *(if so please name):						

### You must read this document thoroughly before you sign it.

I AM AWARE OF THE FOLLOWING:

- 1. Crest Motorsports will ensure that the Go Karting and motor sport activities/recreation facilities are operated with due care and skills and that the facilities will be suitable for the purpose for which they are used.
- (a) Using the go-karts and facilities at PUNE KARTDROME managed by Crest Motorsports involves risks that may be DANGEROUS and may result in SERIOUS INJURY, DISABLEMENT and POTENTIAL LOSS OF LIFE. ("RISKS");
- (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activities, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
- (c) There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time.
- 2. The go-karts travel at high speeds.
- 3. The driving of go-karts requires physical fitness, skill & mental alertness.
- 4. Driver must not be intoxicated.



Driver's Signature: (If The Participant Is A Minor Child)
Parent/Legal Guardian's Signature: \_\_\_\_\_

TERMS & CONDITION APPLY\* ALL RIGHTS RESERVED BY CREST MOTOR SPORTS , PUNE JURISDICTION

## I AGREE to use the equipment, services and facilities provided to me by PUNE KARTDROME managed by Crest Motorsports on the following terms and conditions:

- 1.1 Assume all risks at my own volition including but not limited to serious injury, disablement and potential loss of life arising out of my use of equipment, services and facilities provided to me by PUNE KARTDROME managed by Crest Motorsports.
- 1.2 Will read and comply with the enclosed GO-KART RECREATION & RACING RULES & REGULATIONS and safety instructions

printed on signs in the kiosk, pit entrance and pits, before I drive any go-karts. If I do not fully understand these I will ask the Track Manager/Supervisor for an explanation to my satisfaction.

- 1.3 Will comply with all the verbal/video/sign board directions given by an agent or employee of Crest Motorsports and ask for any explanations to my satisfaction should I not fully understand these.
- 1.4 Will use my best endeavours to drive with due care and skill.
- 1.5 Will use the equipment, services and facilities entirely at my own risk as I find them and with a prior knowledge of the dangers.
- 1.2 Will read and comply with the enclosed GO-KART RECREATION & RACING RULES & REGULATIONS and safety instructions printed on signs in the kiosk, pit entrance and pits, before I drive any go- karts. If I do not fully understand these I will ask the Track Manager/Supervisor for an explanation to my satisfaction.
- 1.6 consent to receive any medical treatment which PUNE KARTDROME managed by crest motorsports considers advisable in the event that i am injured or suffer an illness on the premises.
- 1.7 that my participation in motor sports at PUNE KARTDROME may be terminated if my behaviour or actions are deemed by the judgment of the track officials to be dangerous to myself or others and no monies will be refunded.
- 1.8 participants whose behaviour is deemed dangerous or reckless and that jeopardises the safety of others may be excluded from attending PUNE KARTDROME in the future.
- 1.9 that motor sport/go kart sessions at PUNE KARTDROME may be terminated due to environmental or other conditions beyond the control of the karting track if deemed to be unsafe by the track manager.
- 1.10 that PUNE KARTDROME managed by crest motorsports does not provide personal accident insurance for participants, nor does it provide or require third party public liability insurance for any participants of motor sports and activities.
- 1.11 that i hearby release, discharge and covenant not to sue the participants, track owners, officials, drivers, rescue personnel, any other persons in the premises, promoters, advertisers, owners and lessees of premises used to conduct the activities, premises or event inspectors, surveyors, underwriters, consultants, and others persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or activities, their directors, officers, agents, and employees, all for the purpose herein referred to as "releasees," from all liability to me, my personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses, or damages on account of any injury to me, including, but not limited to, death or damage of property, caused or alleged to be caused, in whole or in part, by the negligence of the "releasees" or otherwise.
- 1.12 that if, despite this release, i, or anyone acting on my behalf, makes a claim against any of the "releasees" named above, i, or those acting on my behalf, agree to indemnify and save and hold harmless the releasees and each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim made against any of the "relesees" named above, whether the claim is based on the negligence of the releasees or otherwise.
- 1.13 that this agreement shall remain in full force and effect for all activities i engage in at any period of time.

I have read this consent, release and waiver of liability, assumption of risk, and indemnity agreement, understand that by signing it i give up substantial rights that i would otherwise have to recover damages for losses occasioned by the releasees' fault, and sign it voluntarily and without inducement.

It is hereby declared that the information and particulars furnished above are true and correct to the best of my/our knowledge and belief and nothing has been concealed. I/We have read over, understood the above term(s)/rule(s)/regulation(s) and agree to be bound by them.

 $If driver is \, under \, 18 \, years \, of \, age \, an \, adult \, parent/guardian \, must \, also \, fill/sign \, enclosed \, Annexure \, -A \, age \, an \, adult \, parent/guardian \, must \, also \, fill/sign \, enclosed \, Annexure \, -A \, age \, an \, adult \, parent/guardian \, must \, also \, fill/sign \, enclosed \, Annexure \, -A \, age \, an \, adult \, parent/guardian \, must \, also \, fill/sign \, enclosed \, Annexure \, -A \, age \, an \, adult \, parent/guardian \, must \, also \, fill/sign \, enclosed \, Annexure \, -A \, age \,$ 



Driver's Signature:\_\_\_\_\_\_ (If The Participant Is A Minor Child)

Parent/Legal Guardian's Signature:\_\_\_\_\_\_

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Adult Parent's / Guardian's Details Required For Giving The Child-driver Consent To Drive

#### COMPLETE IF DRIVER IS UNDER 18 YEARS OLD

Adult parent/guardian consent indemnity

Parents* / Guardian's Name* :	Mobile No.
Drivers Name*:	

#### I, HERE BY

- 1. CONFIRM that I am over the age of eighteen years and that I am the parent/guardian of the driver.
- 2. ACKNOWLEDGE that I have read and clearly understand each of the conditions hereof.
- 3. WARRANT AND DECLARE that the information set out in this document is true and correct in every particular.
- 4. AGREE to my son/daughter, participating in Go Karting and motor sport/recreational activities at PUNE KARTDROMEmanaged by Crest Motorsports
- 5. Agree as a Guardian by being an Instructor / Trainer / Friend / Teacher or a Relative {Uncle / Aunt / Brother in Law / Sister in Law / Brother / Sister to the minor participating in Go Karting and motor sport/recreational activities at PUNE KARTDROME managed by Crest Motorsports
- 6. ACKNOWLEDGE of the risks of motor sport and understand that the Driver is exposed to potential serious injury, disablement, potential loss of life, damage or harm.
- 7. CONSENT to them signing the drivers form on their attendance at PUNE KARTDROME to participate in motor sports and Go Karting.
- 8. ACKNOWLEDGE that I accept full liability for the action of the Driver whilst utilising the facilities.
- 9. RELEASE, DISCHARGE AND COVENANT NOT TO SUE the participants, track owners, officials, drivers, rescue personnel, any other persons in the premises, promoters, advertisers, owners and lessees of premises used to conduct the activities, premises or event inspectors, surveyors, underwriters, consultants, and others persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or activities, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including, but not limited to, death or damage of property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- 10. AGREE to indemnify and save harmless Crest Motorsports , its officers, employees, agents and volunteers from and against any injury, loss, damage or harm that may befall my child(ren) as a result of their participation in Go Karting and motor sport / recreational activities and will keep Crest Motorsports indemnified from all claim or proceedings of any matter whatsoever made by
  - It is hereby declared that the information and particulars furnished above are true and correct to the best of my/our knowledge and belief and nothing has been concealed. I/We have read over, understood the above term(s)/rule(s)/regulation(s) and agree to be bound by them



CIT The Participant Is A Minor Child)
Parent/Legal Guardian's Signature:

WARNING: MOTOR SPORTS IS DANGEROUS.

## TRACK RULES & REGULATIONS



- 1. PUNE KARTDROME will not tolerate any bumping or blocking of karts.
- 2. Never stop on the track unless directed to by an PUNE KARTDROME official.
- 3. You must keep your hands on the steering wheel and feet inside the kart at all times. Individuals wearing a cast or sling will not be permitted to drive karts.
- 4. The Participant shall be seated at all the times while participating in the go-kart activity. In the event of a spin out or engine stalling or any accident the marshal/attendant will assist the Participant.
- 5. When in the pit area, participants must comply with all safety briefing instructions and obey all verbal and signalled commands.
- 6. The Participant with loose clothing including but not limited to sarees shall not be allowed to participate in the Go Kart sport. Further, ladies shall ensure that their hair is fastened at the back and ladies with loose long hair shall not be allowed unless their hair is well tucked in into their clothing.
- 7. The following are not be allowed to participate in the go-kart activity if:
  - Participant not looking physically sound
  - Pregnant Women
  - People With Back or Neck ailments
  - People with heart ailments or suffering with any other kind of ailments
  - People in an intoxicated (i.e., drugs, alcohol) condition
- 8. The Participant shall not use the accelerator (which is on the right) and the break (which is on the left) at the same time.
- 9. Overweight customers shall not drive at high speeds as Karts can overturn and cause serious injuries.
- 10. The Participants shall wear a helmet and other safety equipment's provided by the operator. The participant will also ensure that the helmet strap is fastened and the visor is down.
- 11. The Participant shall follow the instructions of the operator and its personnel.
- 12. The Participant shall adhere to the speed restrictions and other conditions as may be imposed by the operator.
- 13. Appropriate footwear must be worn: No high heels. No barefeet.
- 14. No loose articles or items of clothing. All scarfs and/or long necklaces must be removed
- 15. All drivers must wear a helmet with the strap fastened.
- 16. All new drivers will receive a mandatory safety briefing session
- 17. Any dispute shall be subject to the exclusive jurisdiction of the Courts at Pune.
- 18. If you hit the tyres two times you will be strictly disqualified.
- 19. Ladies with Scarves and Burkas are not allowed for go karting due to safety reasons.
- 20. All drivers must wear the safety jacket provided if any.

For any questions or concerns, please ask to speak to a supervisor.







Driver's Signature:\_\_\_\_\_\_\_ (If The Participant Is A Minor Child)

Parent/Legal Guardian's Signature:\_\_\_\_\_

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