

I, the Participant and or passenger hereby confirm that I must and 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, collisions, overturning, rapid decelerations, rapid accelerations and unpredictable acts and omissions by others.

I further state that following these briefings, I will abstain from participating should I not agree to accept the inherent risks involved.

I further state that I am in good physical and mental health, my eyesight (as 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 and/or I am not aware of any impairment of my child or charge's condition.

I further state that I do not suffer from Epilepsy, Fits, Recurrent blackouts, fainting spells or giddiness, any form of psychiatric or mental illness, and/or I am not aware of any such impairment of my child or charge's condition.

I further state that I do not suffer from any pre-existing condition, such as but not limited to; back, neck or spinal complaint, dislocation, weakness or injury involving breaking of any limb, diabetes, lung or heart disease or severe head injury which led or may lead to concussion or unconsciousness, which might make it unsafe for me to drive and/or I am not aware of any such impairment of my child or charge's condition.

I further state that I am not participating against medical advice and that I have not been diagnosed as having a terminal illness.

I further declare that in the event of feeling physically or mentally unwell or suffering an injury of any description during the course of Karting activities, I will notify the proprietor of the premises where the activity is taking place or his authorised representative immediately, and will thereafter immediately discontinue any Karting activity.

I confirm that I have not consumed any alcohol 12 hours prior to the commencement of today's activity. I further confirm that I am not in possession of any alcohol nor have I brought any onto the premises.

I 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 UNDERTAKE TO ACCEPT RESPONSIBILITY TO LOOK AFTER MYSELF AND THOSE AROUND ME IN A CAREFUL AND THOUGHTFUL MANNER AT ALL TIMES WHILST ON THE PREMISES.

PLEASE HELP US TO HELP YOU HAVE AN ENJOYABLE KARTING EXPERIENCE BY:-

- 1) Obeying all the instructions that you receive immediately; 2) Looking after yourself at all times; and
- 3) Acting in a careful and considerate way towards everyone else on the premises.

A FAILURE TO COMPLY WITH THESE BASIC REQUIREMENTS WILL RESULT IN AN IMMEDIATE CESSATION OF KARTING AND RELATED ACTIVITIES.

I further state that I am of lawful age and legally competent to sign this certificate and that I have acquired the written consent of my parent or guardian as appropriate. I confirm that I am 16 years of age or over. If participant is aged 15 years of age or under, a Parent or Guardian whom is 18 years of age or above must sign the following section.

TERMS AND CONDITIONS

1. Release & Waiver of Liability, Assumption of Risk and Indemnity

1.1. Motorsport can be dangerous. In respect of this, you participate at your own risk or at your parent/guardian's risk if you are under 16 years old. *This does not restrict or exclude liability for negligence.*

1.2. Spectators watch at their own risk and must stay in the designated spectator area. Any person entering the 'live' area of the circuit, including the pitlane, must sign this waiver. Children spectating must be kept under close supervision of a responsible adult at all times. No animals are allowed off the lead at any time.

1.3. Karting Guernsey Ltd will not be held liable for any accidents, or injuries sustained through involvement in this activity.

1.4. We reserve the right to refuse karting to anyone whom we consider a risk to the safety of themselves or anyone else on the premises.

2. Age Restrictions

2.1. The minimum age to participate in junior events is 8 yrs old, with a minimum height of 1.3m. and the minimum age for the 2Drive as a passenger is 5 yrs old with a height of 1.2m

2.2. The minimum age to participate in adult events is 14 yrs old, with a minimum height of 1.4m

2.3. Under 18's need to be checked in at reception with the Parents/Guardians account email address and the young person's date of Birth.

2.4. Under 16's will require a parent / guardian to stay on site at all times.

2.5. 16 & 17 year olds can check in themselves in and be on site without a parent/guardian.

2.6. If you are acting in loco parentis for children that are not your own, by signing the waiver you guarantee that the childrens' parents/guardians are aware that they are participating in a motorsport and are aware of the risks involved.

2.7. Children under the age of 16, regardless of whether they are driving or spectating, must be accompanied by an adult who must remain on the premises for the duration of the child's stay and accept responsibility for them at all times.

2.8. If you are an adult driving with children, you must respect the fact that the junior driver's safety is our absolute priority. Adult karts may be speed limited for the safety of younger drivers. If you are deemed to be driving in a way that places the junior drivers at risk, then you will be removed from the track at our discretion with no refund.

2.9. Proof of age may be asked for to confirm adherence to the age restrictions above. Any driver who cannot provide suitable proof of age when requested will not be allowed to drive.

2.10

AgeVerification

Karting Guernsey reserves the right to request valid photographic identification from any customer if a member of staff has reason to question their age in relation to age restrictions or eligibility to participate in an activity. Acceptable forms of identification may include a passport, driving licence, or other officially recognised photo ID. Failure or refusal to provide suitable identification when requested may result in the customer being unable to participate, with no obligation on Karting Guernsey to provide a refund or alternative activity.

3. Clothing & Equipment

3.1. You are required to wear the approved safety equipment provided by the circuit which includes, but may not be limited to a race suit, helmet, neck brace and gloves.

3.2. All drivers are required to wear a neck brace in conjunction with all other safety equipment.

3.3. You may bring/wear your own equipment provided it meets our minimum standards and is approved by a senior member of staff. If we feel that your equipment may not meet our standards you will be required to use our equipment.

3.4. If approved by us, your helmet must be full face in design with a working visor and if a Moto X style helmet is used it must be used with goggles at all times. Tinted visors/google lenses are permitted at the discretion of senior staff due to visibility on night racing.

3.5. Loose clothing, scarves, hoods, valuables, chewing gum and any sharp objects must be removed before changing into our safety equipment for your own safety.

3.6. Long hair must be securely tucked into your suit or up into your balaclava.

3.7. Where necessary for privacy or religious purposes, you may request a private area for changing.

3.8. Footwear must be trainers or similar. High heels, clogs, open toe, slip on, platform soles and shoes without adequate support are not permitted. This list is not final, and our senior staff reserve the right to refuse shoes if not adequate

3.9. cameras are allowed in public areas, but permission should be gained from organisers, competitors and spectators if they are in the photo. These should not be used publicly without consent of all involved.

4. Alcohol and Drugs

4.1. By signing this you confirm that you are not under the influence of drugs or alcohol, whether consumed today or the night before.

4.2. Drivers who are suspected to be under the influence of drugs or alcohol may be prevented from driving at the discretion of the circuit staff, for the safety of themselves and others. You will forfeit any fees paid. If you suspect anyone else of driving under the influence of drugs and alcohol please inform us as soon as possible and we can act appropriately

4.3. It is not appropriate to smoke, vape or use a mobile phone devices whilst operating a kart

5. Medical Restrictions

5.1. By signing this you confirm that you do not have a medical condition that would prevent you from driving on the road or taking part in any physical exercise.

5.2. You have told us of any other medical conditions that may be of concern so we can advise you whether it is appropriate for you or others in your group to kart. These include, but are not limited to: heart conditions, back injuries, epilepsy, amputations/artificial limbs, hearing or sight impairments, or any form of mental or physical impairment.

5.3. You understand that if you are in excess of the height/weight limits that the karts are normally designed to cater for, you may not be able to participate. As a general guide a driver above 200cm (6'4") or 114kg (18 stone) should request a private seat fitting prior to your event so that we can assess suitability.

5.4. You may not drive if you are pregnant.

6. Behaviour and Adherence to Rules

6.1. We advise you to arrive 30 minutes before your booking for signing on, safety briefing and to change into your suits and safety wear. Any driver arriving after the start of the safety briefing may not be allowed to kart or your session may be cut short at your expense.

6.2. You will listen carefully to the safety briefing that you will be given and abide by the rules and guidelines laid out.

6.3. You understand that Karting Guernsey Ltd expects drivers to adhere to its rules to ensure the safety of all drivers, spectators and staff, and that failure to adhere to these rules may result in removal from the premises.

6.4. We reserve the right to end sessions or remove drivers from the circuit early if we consider the safety of themselves or others is compromised and with no compensation.

6.5. In the event of a mechanical breakdown we will try to substitute a spare kart, if possible. If no spare is available the participant will have to retire from the event. The driver may be entitled to part or full refund if the breakdown is of no fault of the driver. The refund will be measured by the percentage of the event already run. If any damage to the kart has been caused by driver error or misuse, the session may be stopped and the race not restarted or will be restarted without the driver at fault

6.6. We reserve the right to split your group into smaller groups on arrival if we feel that there may be a mixture of abilities or experience that could compromise the safety of any driver.

6.7. You will look after all safety equipment that you use and understand that damages must be paid for. If you feel nauseas whilst driving please notify staff and return safely to the pits. Vomiting in the helmet will incur a charge of £60 (this price may change if replacement cost changes)

6.8. Anti-social behaviour on or off the track will not be tolerated and will result in removal from the premises. This is between drivers, spectators and/or staff

6.9. We reserve the right to alter an event and the format if you are late to arrive for your booking.

7. Data Collection

7.1. You understand that various data collected by Karting Guernsey Ltd. may be used internally for marketing purposes, and your contact information may also be used to send you messages relating to future events, offers or other information we believe you may be interested in.

7.2. You reserve the right to unsubscribe from our mailing lists should you wish to discontinue receiving communications of this nature.

7.3. Your personal data will never be supplied to any 3rd party without your consent.

8. Voucher Terms and Conditions

8.1. Vouchers are valid for 12 months past the date marked on the voucher – certain restrictions may apply when booking. Bookings in which you intend to redeem your voucher must be made with reasonable notice, and you understand that our time slots are reserved on a first-come, first-served basis. We do not have to honour vouchers that are out of date

8.2. Vouchers are not exchangeable for cash and may not be resold.

8.3. Vouchers are non-refundable.

8.4. Vouchers cannot be used in conjunction with any other offer incl. Cheap Karting events.

8.5. Vouchers, and the full voucher number, must be quoted when booking.

8.6. Vouchers must be presented on arrival and must match details provided when booking.

8.7. Vouchers do not have to be used in one complete session, but no cash change will be given.

Vouchers will be modified or adjusted for the remaining amount.

1. Terms regarding events

1. Drivers are expected to conform to all other Karting Guernsey Ltd Terms & Conditions above.

2. Once a booking is made with Karting Guernsey Ltd. They must be notified of Any changes to driver numbers (more or less) with at least 1 weeks' notice prior to event date.

3. If there are less drivers on the event date than booked for, you will still need to pay IN FULL for a minimum of 8 people and will lose the deposit on the drivers on the originally booking that don't show.

4. The deposit paid is non-refundable, but the karting date can be changed if required (Postponed) but at least 1 weeks' notice is required to do so and the event must be rebooked at that time. If you the customer cancel the booking then the deposit is not refunded. If this is cancelled within the 7 days no refund will be given and customers will be liable to any unpaid charges

5. Full payment must be made prior to the event commencing. If full payment is not received prior to the event Karting Guernsey Ltd reserve the right to postpone or cancel the booking until full prepayment is made.

6. Karting Guernsey Ltd reserve the right to cancel or postpone an event at anytime if needed due to safety or weather conditions deemed as unsafe.

7. Karting Guernsey Ltd do not except any responsibility for any belongings left on site at any time

8. Karting Guernsey will store any left items for a minimum of two weeks and then they will post items on social media for collection. If nothing is collected in a further two weeks, it will be donated to charity or destroyed.

9. When using our facilities including the party room you are responsible for damage caused by misuse.

10. It is expected that you remove all your own rubbish from the parties you organise. If there is any rubbish left you may be charged at £5 per rubbish bag and we will dispose of these.

11. Karting Guernsey reserve the right to change or modify the terms and conditions above if needed

Karting Guernsey refund policy

1. All bookings are non-transferable and non-refundable unless a minimum of 30 days' notice is given in writing.

2. I must pay the non-refundable and non-transferable deposit by the deposit due date agreed with my event manager.

3. The balance of fees and any extras must be paid 7 days prior to event date (credit/debit card/company cheque/internet banking/bacs) or in full if within this time period.

4. Non-payment of the deposit or balance by the set date could lead to cancellation of the event without notice.

5. The deposit paid is per driver and, should drivers drop out, will not be credited against the final balance.
6. In the event that an activity is cancelled due to reasons outside Karting Guernsey's control, – The event will be rescheduled for a mutually convenient time and date. If this is not possible refunds may be given
7. Karting Guernsey will only accept payment by personal cheque if supported by a valid guarantee card (all cheques MUST be cleared prior to the event date).
8. In the event of adverse weather conditions and the site Race Director deems it unsafe for an activity to take place/continue, your activity will be rescheduled for a date that is agreed between you and your booking agent. If this is not achievable Karting Guernsey will offer refunds or compensation due to rescheduling or cancellation due to adverse weather conditions.
9. If I pay by credit card I must bring the same credit card with me on the day of the event. If I fail to bring the card I will be asked to pay in full via an alternative method (cash/different card) or risk losing the booking all together. The initial credit card payment will be refunded the following working day. The credit card fee will NOT be refunded and a charge on the new transaction will be charged. A £5 admin. fee will also be applicable.