



**THE RACING SCHOOL LTD – PRO KARTING DRIVING SESSION  
INDEMNITY – DECLARATION AND LIABILITY STATEMENT**

**YOU ARE ADVISED TO READ THIS STATEMENT CAREFULLY BEFORE SIGNING. THIS STATEMENT CONTAINS TERMS AND CONDITIONS DESIGNED TO CREATE LEGAL OBLIGATIONS ON YOUR BEHALF. WE DRAW YOUR ATTENTION PARTICULARLY TO THE LIMITATION OF LIABILITY SET OUT AT PARAGRAPH 10. BY SIGNING THIS STATEMENT YOU ACCEPT THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS STATEMENT.**

If you do not agree to all of these terms contained in this statement, DO NOT participate in the Event and DO NOT sign this statement.

I \_\_\_\_\_ (insert name) declare that:

1.

1. I will take part ONLY if I am satisfied as to the circuit and the course, its layout, features and my safety.
2. By taking part, I accept the risks involved including the risk of injury or death to myself, others and damage to my and others' property.
3. I declare that I am competent to take part.
4. I am aware and accept that other participants will be on and using the circuit at the same time.
5. I will observe and obey all instructions given to me by The Racing School LTD and its staff.
6. I declare that I am physically and mentally fit to take part in the activity for which I have attended today, that I am not under the influence of any drugs or alcohol and that I will not consume any alcohol or drugs before using the circuit or whilst on the premises or bring any intoxicating liquor or foodstuffs onto the premises. I also declare that I am not currently undergoing any medical treatment or taking medication of any type or suffering from any disability that might impair or limit (if driving) my control of the vehicle or my ability to comply with the terms of this statement.
7. I am aware and accept that track activity is potentially an extremely dangerous activity and that I have a responsibility to act in a diligent and appropriate manner and in accordance with best practice and applicable laws to reflect this potential risk.
8. I confirm that I will be at all times wholly responsible for any person accompanying me on to the premises (and not driving).
9. I am aware and accept that nothing contained within this statement seeks to exclude or limit The Racing School LTD's liability for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.
10. I agree that The Racing School LTD, its servants or agents will not be liable for any loss, injury or damage to any person (including myself) or property however caused (including by The Racing School LTD or its servants or agents):
  - (a) in any circumstances where there is no breach of a legal duty of care owed by The Racing School LTD or any of its servants or agents;
  - (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by The Racing School LTD, its servants or agents); or
  - (c) to the extent that any increase in any loss or damage results from breach by me of any of the terms of this statement.

11. In consideration of being accepted to take part in this track session, I agree to indemnify and keep indemnified, The Racing School LTD and its officials, servants, representatives and agents and other persons connection with the Event from and against all actions, claims, costs (including legal costs), expenses, damages and demands made by any person taking part in the Event or any other third party which results from my acts, omissions, negligence or any breach of this statement or any applicable law.
12. If driving, I agree not to drive in a dangerous, reckless, unsafe or inappropriate manner or to pass any pace vehicle, which may be used.
13. I understand that during the track session the use of crash helmets and such additional safety equipment as The Racing School LTD shall determine from time to time is mandatory.
14. I acknowledge and accept that The Racing School LTD shall not be liable for any delay or non-performance or for the consequences of any delay or non-performance which is due to any cause or circumstances beyond its reasonable control. This includes non-performance through personal preference or any other event where the circuit is operational but the participant refuses to take part. In this event re-scheduling may be possible but no refund will be given.
15. I agree that if any provision of this statement is or becomes illegal, invalid or unenforceable under the law that shall not affect or impair the legality, validity or enforceability of any other provision of this statement.
16. I ACKNOWLEDGE AND ACCEPT THAT THIS STATEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW AND SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.
17. All drivers participate on the strict understanding that they are responsible for accident damage caused by excessive speed or dangerous reckless driving. The experience ceases after damage as per current clause.
18. I agree to save harmless and keep indemnified The Racing School LTD, their Officials/Servants/Representatives or Agents, the owner of the land and other persons using the facility, from and against all actions, claims, costs and expenses and demands in respect of Death and Bodily injury to or damage to the property of myself or my passenger however caused, arising out of or in connection with my participation in practice and notwithstanding that the same may have been contributed to or occasioned by the negligence of the said bodies or Persons, their Officials, Servants, Representatives or Agents.

First Name ..... Surname..... Event Date.....

Address .....

Contact Number.....

Email Address..... D.O.B.....

**If you would like to be made aware of Karting Special Offers & Promotions please tick**

☐

Next of kin name.....

Next of kin contact number .....

Driver Signature .....

Parent / Guardian Signature for drivers under 18 years.....

**For Office use only**

**Team/Driver Number.....**

**The Racing School LTD. Three Sisters Road . Ashton in Makerfield . Lancashire . WN4 8DD**

The Racing School LTD fully comply and extend you the rights under the Data Protection Act 1998 (inc revisions) and respect the privacy of your details.