

## CONSENT FORM – KARTING / PIT BIKE

### Undersigned,

Name: \_\_\_\_\_ First name: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Email: \_\_\_\_\_ Tel.: \_\_\_\_\_

### Hereby declares:

1. To have the non-exclusive right to use the services, as well as in combination with other participants, offered by Racelandkart, i.e. rental to the undersigned by Racelandkart of the track per time unit, located in the Racelandkart establishment at 3670 MEEUWEN-GRUITRODE, Kerkhofstraat 18-2, in combination with the machines and their (protective) gear, also offered by Racelandkart and in compliance with the pricing and conditions valid at the moment of undersigning this consent form.

2. To comprehend and interpret the following terms in this consent form as follows:

**Track:** an area in the Racelandkart building intended for pit bikes, karts and children's karts that can only be accessed through one entrance and one exit that is connected to the pitlane, forming one closed loop;

**Pitlane:** the area next to the track, designated to board/mount the vehicle, park the vehicle and leave the vehicle – connected to the track through one entrance and one exit, forming one closed loop;

**Participant:** Every person who boards a kart or children's kart or who mounts a pit bike and who uses it to enter the pitlane or the track;

**Employee:** Management, the staff and/or Racelandkart volunteers;

**Spectator:** Every person in or around the Racelandkart buildings, who is not a participant or employee;

**Kart:** small, motorised vehicle, without bodywork, with four small wheels, one seat, a lowered suspension and a maximum speed of 75km/h, intended for drivers over 14 years of age;

**Children's kart:** a kart with a maximum speed limited to 50km/h, intended for and adapted to children aged 8 to 14;

**Pit Bike:** Small, motorised 4-stroke vehicle, one seat, two small wheels and a maximum speed of 45km/h, intended for riders over 18 years of age;

3. To have the capability and skill to drive/ride a motorised vehicle on a closed track. He declares to agree with the employee's unilateral decision, in case of activities with a pit bike, to enter the 'beginner', 'experienced' or 'expert' category and that he will respect this decision in all cases. An employee can obligate a participant to enter a lower category when it is clear that the participant is remarkably less skilled or capable than the other participants in the higher category.

4. To understand that entering the building, the pitlane and the track and make use of the vehicles, the equipment and the services provided by Racelandkart implies that he has previously seen all of the above and is convinced that everything is suitable and adequately safe for the activities he wishes to partake in.

5. To be informed and to agree that there are inherent risks involved when entering the services provided by Racelandkart that the undersigned wishes to participate in and that the use of motorised vehicles always carries the risk for personal injury, material damage and any potential consequential damage; even when all safety and preventative measures are complied with.

6. To be informed and to agree that, when safety measures must be complied with during the use of the track, entering or leaving the track or anywhere else inside or around the Racelandkart buildings, he must always behave in a cautionary and prudent manner, required to guarantee safety.

7. To be informed and to agree that it is not allowed to:

- Park a motorised vehicle on the track;
- Crash into or intentionally come into contact with other vehicles or persons, or to intentionally obstruct them;
- Leave the vehicle on the track, not even in case of a defect or a collision, and he will await the intervention of an employee (problems can be signalled to the employee by raising a hand);
- Pushing a vehicle or be towed by others;
- In general, behave in an unsafe manner or act in any way that could endanger employees, spectators or other participants;

8. That he must comply with every instruction given or measure taken by employees and that he will understand and respect the communication directed to him by means of flags and/or indicator lights:

- GREEN LIGHT: access to the track allowed;
- RED LIGHT: access to the track forbidden;
- RED BLINKING LIGHT: danger on track, all participants slow down, do not pass and drive/ride with caution;
- BLACK/WHITE CHECKERED FLAG: the race or the session is finished, all participants return to the pitlane immediately;
- RED FLAG: an employee has assessed that the behaviour of a participant is inappropriate or unsafe and the participant must adapt his behaviour and cease every dangerous or unfair action immediately;
- BLACK FLAG: the behaviour of the participant is inappropriate or dangerous, he needs to terminate his race or session and return to the pitlane immediately;
- BLUE FLAG: this is a warning to a slower participant that another participant wants to/shall overtake him; the slower participant is required to let the other participant pass.

9. To be informed and to agree that an employee is entitled to remove a participant or spectator from the track, the pitlane and/or the Racelandkart buildings on his own authority when the behaviour is inappropriate or dangerous, when the instructions or measures from Racelandkart are not applied,

the employee's authority is not respected or the safety communication is not complied with. To ensure the safety on and around the track and the pitlane, Racelandkart has the authority to refuse access to the buildings or territory due to past inappropriate or unsafe behaviour.

10. To be informed and to agree that the employees are authorised to inspect every vehicle before granting access to the pitlane or the track and to unilaterally decide to refuse access to a vehicle. Pit bikes must be equipped with rubber protection of all parts that could come into contact with the floor of the track, and with a sump for oil and petrol residue.

11. To be informed and agree that the undersigned is not entitled to any refund, compensation or indemnity when the services provided by Racelandkart are interrupted, suspended or limited or when the undersigned was excluded or removed due to non-compliance with one or more conditions, stated in this consent form.

12. To be informed and agree that it is not allowed to wash, repair or perform maintenance activities on vehicles in the pitlane or on the track, or to use oil or other substances there. These activities are exclusively permitted in the allocated storage area.

13. To be in a psychological and physical state that is suited and required for practising motorsports and to not enter the track or the pitlane after consumption of alcoholic beverages, taking of (illegal) drugs or other substances that could affect the undersigned's reflexes, skills and capabilities or following the observation of a condition that impairs or endangers the motorsport activity.

14. To be informed and agree that entering the track and the pitlane is exclusively allowed for employees and participants enrolled to partake in the next race or session, and that it is forbidden for other people to enter these areas.

15. To be informed and agree that Racelandkart cannot be held liable for (i) any damage a participant or spectator should incur due to non-compliance with the conditions stated in this consent form or their own general duty of due diligence and (ii) the share of the damage that does not contain any physical injury that a participant or spectator should suffer due to a minor or major error on Racelandkart's part, or a malicious, minor or major error by an employee that exceeds the maximum coverage of Racelandkart's liability insurance (€ 1.500.00,00). For category 'ii', Racelandkart's liability is limited to the insurance coverage. Inspection of the insurance policy upon simple request.

16. To be informed and agree that the undersigned is liable for any material, physical or immaterial damage caused by him and that is the direct or indirect result of unadapted or dangerous behaviour on track, in the pitlane or the Racelandkart domains, non-compliance with the general duty of due diligence, valid during motorsport activities or non-compliance with the instructions, guidelines, communications or measures invoked by Racelandkart or its employees.

17. To be informed and agree that participants can only be allowed on the track or in the pitlane when wearing adequate (safety) gear. This gear consists out of at least a balaclava and a full helmet with closed visor. Participants that drive a kart or children's kart, will also wear a race suit. Participants who ride a pit bike, will wear an appropriate motor suit with back protector and fire-resistant gloves. Helmets must be E-approved; at least in conformity with the UNECE 22.05 standard. Other gear must be CE-approved. Use of own gear is allowed if it meets requirements. If the undersigned does not own this type of equipment, he can rent it from Racelandkart. It is not allowed to wear objects or clothing that could be dangerous when driving a kart, children's kart or pit bike, such as e.g. keys, necklaces, wallets, mobile phones, scarves, cameras or video cameras. These objects can be stored at own risk in closable lockers in the changing room. Racelandkart and its employees cannot be held responsible for theft, loss or damage to clothing or objects left in the changing room or inside the lockers.

18. To be informed and agree that Racelandkart and its employees have the unilateral right to interrupt, terminate or cancel a race or a session, in which case the participants that cannot complete or start their race or their session are entitled to a reimbursement of the price paid, excluding any right to further indemnity, on condition that they complied with all the stipulations in the consent form.

19. To be informed and agree that the undersigned's personal information, as completed on this consent form, save explicit permission by the undersigned is stored, processed and used exclusively by Racelandkart to inform the undersigned with regard to his membership. He is always entitled to inspection and adaptation of his personal data, stored by Racelandkart.

Undersigned accepts all the terms and conditions stated in this consent form and commits to comply with these provisions when he enters the Racelandkart bvba domains or buildings and/or uses the services provided by Racelandkart (**compulsory checkbox**).

Undersigned grants Racelandkart permission to use or pass his personal information to third parties to be sent related information by Racelandkart or its partners about promotions, offers, activities or news items, related to motorsport. Undersigned can withdraw this permission at any given time by sending an email to info@racelandkart.be.

Signed in duplicate in Meeuwen-Gruitrode, one copy signed for Racelandkart, one for the undersigned.

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Stamp Racelandkart: \_\_\_\_\_