

免責聲明書

請小心閱讀你的權益!

考慮到你在 元朗大生圍學圃西路 DD104 Lot 3722 (以下簡稱 訓練場地) 參與小型賽車活動和其他由 訓練場地 及 香港小型賽車總會有限公司 (以下簡稱 香港小型賽車總會) 管理的相關活動, 包括(但不限於) 駕駛、比賽、訓練、學習、參與、競賽、維修保養、觀察、參觀、住宿、交通運輸或其他一切意向(以下簡稱「活動」); 考慮到進出舉行或將會舉行活動的大樓、場地或其設施; 我代表我自己, 代表我個人的法律代表、受讓人、繼承人、近親 (以下統稱「簽署人」) 謹此作出以下聲明:

1. 豁免及放開追究責任的條款 (WAIVER AND RELEASE)

- 訓練場地 及 香港小型賽車總會、其法人代表、管理者、職僱員、操作人員、組織者、贊助商、活動的主持、監事、出租人、檢測人員、保險公司、承銷商、諮詢顧問、投資者、志願者、獨立承包商、代理商和法律代表以及其受讓人、繼承人、近親 (以下簡稱「被豁免人」), 在 簽署人 進行活動時期間, 無論是否因為 被豁免人 的疏忽或行為上的過失, 簽署人 放開、豁免、解除 被豁免人 對 簽署人 任何身體的傷害、損失或毀壞甚至死亡的法律責任及費用或其所產生法律責任及費用; 簽署人 放開、豁免、解除 被豁免人 對 簽署人 任何財物的傷害、損失或毀壞的法律責任及費用或其所產生法律責任及費用。

2. 不起訴的條款 (COVENANT NOT TO SUE)

- 無論是否因為 被豁免人 的疏忽或行為上的過失, 簽署人 不會就其任何身體或財物的任何傷害、損失或毀壞甚至死亡的法律責任及費用或其所產生的法律責任及費用在任何地區提出法律訴訟。

3. 保障財物的條款 (INDEMNITY AGREEMENT)

- 無論是否因為 被豁免人 的疏忽或行為上的過失, 簽署人 同意保障及維護 被豁免人 的損失、責任、毀壞及其引起的費用 (包括律師及訟費) 以及對 被豁免人 的索償及指控作出辯護。
- 簽署人 同意就其引致的場地、設施或設備的損壞作出賠償。

4. 自願承擔風險的條款 (VOLUNTARY ASSUMPTION OF RISK)

- 無論是否因為 被豁免人 的疏忽或行為上的過失, 簽署人 清楚知道在 訓練場地 內的 活動 存在受傷、死亡、損失或毀壞的風險。

5. 自願參與及知情同意的條款 (VOLUNTARY PARTICIPATION AND INFORMED CONSENT)

- 簽署人 認知 活動 可能會引致受傷、死亡、損失或毀壞的風險;
- 簽署人 承諾飲酒後或使用藥物後不進行任何可引致危害的 活動;
- 簽署人 如懷孕或心理或身理狀況可能不足以保障自身及其他人安全, 不進行任何可引致危害的 活動;
- 簽署人 已經被知會個人自身安全不能保證;
- 簽署人 有責任提供健康及藥物使用情況;
- 簽署人 如 活動 期間有任何不適, 應立即通知 訓練場地 及 香港小型賽車總會;
- 簽署人 如 活動 期間有任何不適, 應立即停止所有任何可引致危害的 活動;
- 簽署人 應向家庭醫生透露參與有關 活動, 並遵從醫生規定及指引;
- 簽署人 應遵從 訓練場地 及 香港小型賽車總會 規定及指引;
- 簽署人 可隨時向 訓練場地 或 香港小型賽車總會 提出終止本協議並即時離開 訓練場地。

6. 照片及影像的條款 (PHOTO AND VIDEO POLICY)

- 以收集及使用個人私隱政策("私隱政策")的同意及允許為前提, 香港小型賽車總會 將有權使用 簽署人 及其親友參加 活動 時所拍攝的照片或任何形式的影像作刊登用途, 包括但不限於在本會網頁、社交媒體或會員刊物作出刊登, 而不須另行作出通知; 簽署人 通過接受本條款、細則與及相關隱私政策, 同意 香港小型賽車總會 對上述有關使用照片或影像的使用, 並同意放棄一切有關查閱及批准使用該照片或影像的權利。

7. 可分離性的條款及法律依據的條款 (SEVERABILITY AND CHOICE OF LAW)

- 本協議是在香港特別行政區的法律允許範圍內, 以廣泛和包容為目標而訂立; 其協議內的條款是可分離的, 如果本協議的任何部分被視為無效, 協議的其他部份將繼續維持法律效力。
- 此協議是跟據香港特別行政區的法律而訂立。

我已清楚閱讀本協議及明白所有條款, 我明白簽署代表放棄相關法律權利, 在沒有任何誘因、保證及承諾下, 我有自由並自願簽署本協議。

活動名稱: 2023香港小型賽車駕駛訓練課程 - 小童初班

活動日期: 2023年4月16日(日)

參加者姓名:		參加者簽署:	
參加者身份證號碼(頭4位):		簽署日期:	
監護人姓名:		監護人簽署:	
與參加者關係:		簽署日期:	

WAIVER

READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR RIGHT !

In consideration of my being permitted to participate in the karting sport activities and any affiliated activities and events operated by **DD104 Lot 3722 Pok Wai West Road, Tai Sang Wai, Yuen Long** (hereinafter collectively referred to as "**THE VENUE**") and **the Hong Kong Kart Club Ltd.** (hereinafter collectively "**HKKC**") including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining karts, observing and spectating, or for any other purpose (hereinafter collectively "**EVENTS**") and/or in consideration of my being permitted to enter into or upon the premises, locations, and facilities where said **EVENTS** are or will be taking place, I, on behalf of myself, and on behalf of my personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively "**THE UNDERSIGNED**") hereby :

1. WAIVER AND RELEASE

Release, waive and discharge **THE VENUE and HKKC**, their respective managers, members, officers, employees, operators, organizers, sponsors, hosts of **THE EVENTS**, officials, lessors, inspectors, insurers, underwriters, consultants, investors, volunteers, independent contractors, agents and legal representatives, and their respective heirs, successors, and assigns (hereinafter collectively "**THE RELEASEES**") from any and all liability to **THE UNDERSIGNED** on account of, arising out of, or in connection with any and all injuries, losses or damages, and any claims or demands for any injuries, losses or damages, to the person or property of **THE UNDERSIGNED** or resulting in the death of **THE UNDERSIGNED**, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of **THE RELEASEES**, while **THE UNDERSIGNED** is on the property, using the property, facilities and services thereon, or participating in any way in any of **THE EVENTS** thereon;

2. COVENANT NOT TO SUE

Agree not to sue **THE RELEASEES**, on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of **THE UNDERSIGNED**, or resulting in death of **THE UNDERSIGNED**, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of **THE RELEASEES**, while **THE UNDERSIGNED** is on the property, using the property, facilities and services thereon, or participating in any way in any of **THE EVENTS** thereon;

3. INDEMNITY AND HOLD HARMLESS

Agree to defend, indemnify and hold harmless **THE RELEASEES**, from any loss, liability, damage or cost they incur (including attorneys' fees and court costs), or any claim or lawsuit filed against them, on account of, arising out of, or in connection with the presence of **THE UNDERSIGNED** on the property, or **THE UNDERSIGNED**'s use of the property or of the facilities and services thereon, or **THE UNDERSIGNED**'s participation in any way in any of **THE EVENTS** thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of **THE RELEASEES**;

THE UNDERSIGNED also agrees to pay **THE VENUE** for any and all damage to their respective property, facilities and equipment caused by **THE UNDERSIGNED**;

4. EXPRESS ASSUMPTION OF RISKS

Assume any and all risks of injury, death, loss or damage to the person or property of **THE UNDERSIGNED**, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of **THE RELEASEES**, while **THE UNDERSIGNED** is on the property, using the property, facilities and services thereon, or participating in any way in any of **THE EVENTS** thereon;

5. VOLUNTARY PARTICIPATION AND INFORMED CONSENT

- acknowledge that there are inherent dangers related to **THE EVENTS** which may result in loss or damage to my person or property or result in my death;
- agree that I will not participate in **THE EVENTS** or utilize the facilities if I am under the influence of drugs or alcohol;
- agree that if I am pregnant, or if there is any other mental or physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself;
- acknowledge that I have been informed that my personal safety cannot be guaranteed;
- acknowledge that my responsibility to fully disclose any health issues or medications that are relevant to participation in **THE EVENTS**;
- acknowledge that my responsibility to inform **THE VENUE** and **HKKC** if there are any activities or aspects of **THE EVENTS** about which I do not feel comfortable;
- acknowledge that my responsibility to cease participation and promptly report to **THE VENUE** and **HKKC** any unusual feelings or physical discomfort;
- acknowledge that my responsibility to clear my participation with my physician;
- acknowledge that I bear responsibility to obtain, review, and follow all rules and regulations and instructions associated with **THE EVENTS**; and
- acknowledge that I may void this agreement freely and leave **THE VENUE** immediately.

6. PHOTO AND VIDEO POLICY

Collect and use personal privacy policy ("Privacy Policy") consent and permission as a premise, **HKKC** have the right to use photos and / or video which is taken during **THE EVENT** including **THE UNDERSIGNED** and valentines for posting, include but not limit to website, social media or members newsletter without any notice. **THE UNDERSIGNED** accept this waiver, regulations and related privacy policy, and give up the right to approve and check the photos and videos.

7. SEVERABILITY AND CHOICE OF LAW

This Agreement is intended to be as broad and inclusive as is permitted by the laws of Hong Kong SAR, China, and it is intended to be fully severable. If any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in **THE EVENTS** that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted under and governed by the laws of the Hong Kong SAR, China.

I have read this agreement fully, understand its terms, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily and without inducement, assurance or guarantee being made to me and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law. If I am signing this Agreement on behalf of any minor participant, I hereby represent and warrant to **THE VENUE** and **HKKC** that I am the parent or legal guardian of the minor participant with full rights to act as such under all applicable laws.

Event: 2023 Hong Kong Karting Drivers Training – Cadet Elementary

Date: 16 April 2023 (SUN)

Name of Participant		Signature of Participant	
HKID of Participant (First 4-digit)		Date of signing	
Name of Guardian		Signature of Guardian	
Relationship with Participant		Date of signing	