



KARTING AUSTRALIA PHOTOGRAPHERS ACCREDITATION APPLICATION - RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Application Policy:

A Karting Australia (KA) Application form for Photographer's Accreditation is to be completed and returned to Karting Australia by email - admin@karting.net.au.

Documents required to accompany this Application:

- High quality Passport size photo (jpeg) – **As per Licence & Accreditation Photographic Requirements**
- This application form – **completed in full (Including the Payment Authority section)**
- A **valid and current** Working with Children Check (Blue card or equivalent) – **a copy must be included**

**This is an important document which affects your legal rights and obligations.
 Read it carefully and do not sign it unless you are satisfied that you understand it.**

PHOTOGRAPHER'S DETAILS :

Photographer Name	
Address	
Mobile	
Email	
Shirt Size	
Business name (if applicable)	
Media Outlet/s supplied by Photographer	

PHOTOGRAPHERS ACCREDITATION - APPLICATION FEE - \$160.00 (incl. GST)

PAYMENT AUTHORITY								
Amount Authorised to be Charged				\$160.00				
<i>Tick Box</i>	CREDIT CARD	Card Number			EXP	_ _ / _ _		
		Card Type	VISA		M/CARD		CCV	_ _ _
		Name on Card						
		Signature						
	<i>Reference to be used</i>	Photographer's Name						
<i>Tick Box</i>	DIRECT DEPOSIT	BSB:	633 000					
		Account Number	178106720					
		Account Name :	AKA Ltd					
	<i>Reference to be used</i>	Photographer's Name						



Karting Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Karting Activities.

Acknowledgement of Risks

You acknowledge that the risks associated with attending or participating in Karting Activities include but are **not limited** to the risk that you may suffer harm as a result of:

- Karts (or parts of them) colliding with other Karts or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure your safety.

Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Karting Activities, **you will and agree to:**

- **release** Karting Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - your **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease** including but not only COVID-19;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:**
 - that is or may be harmful or disadvantageous to you or the community; or
 - that may result in harm or disadvantage to you or the community,
- any claim for any costs and expenses you may incur as a consequence of any of the above; arising from your participation in or attendance at the Karting Activities;
- **indemnify and hold harmless and keep indemnified** Karting Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- attend at or participate in the Karting Activities at your own risk.

You understand that:

- nothing in this document excludes, restricts or modifies any rights that you may have as a result of significant personal injury that is caused by the Reckless Conduct of Karting Australia and the Entities as the supplier of the Karting Activities and Recreational Services;
- nothing in this document prevents Karting Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Karting Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes you from making a claim under a Karting Australia insurance policy where you are expressly entitled to make a claim under that insurance policy; and
- Karting Australia has arranged for limited personal injury insurance coverage which may provide you with some protection for loss, damage or injury that you may suffer during your participation in the Karting Activities. You acknowledge and accept that the insurance taken out by Karting Australia may not provide you with full indemnity for loss, damage or injury that you may suffer during your participation in the Karting Activities, and that you may have to pay the excess if a Claim is made under an insurance policy on your behalf. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account Karting Australia's insurance arrangements, this document and your own circumstances.

Where Karting Activities are held in the following jurisdictions, you acknowledge that you have also read and accept the following warnings:

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Karting Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by you as a result of the reckless conduct of Karting Australia and the Entities.

Warning Applicable in Relation to Karting Activities Held in Victoria

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Warning Applicable in Relation to Karting Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies you with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, Restricting or Modifying Your Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify their liability for any personal injury suffered by you or another person for whom, or on whose behalf, you are acquiring the services (a third party consumer). If you sign this form, you are agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.



Important:

You do not have to agree to exclude, restrict or modify your rights. However if you participate in, attend or spectate at the Karting Activities you have agreed to said exclusion, restriction or modification of your rights. Note that you may have further legal rights against the supplier under other laws. A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

You agree that the liability of Karting Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au

Definitions:

- a. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Karting Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- b. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Karting Australia Member States and affiliated clubs, state and territory governments and insureds listed in Karting Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- c. "Karting Activities" means any Karting activities, Competitions or Recreational Services which are permitted or approved which Karting Australia regulates or administers or otherwise are under the responsibility / control of Karting Australia;
- d. "Karting Australia" means the Australian Karting Association Ltd. trading as Karting Australia;
- e. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a. a sporting activity; or
 - b. a similar leisure time pursuit or any other activity that:
 - i. involves a significant degree of physical exertion or physical risk; and
 - ii. is undertaken for the purposes of recreation, enjoyment or leisure.

SIGNING

I accept the conditions of this Agreement and acknowledge the risks arising from me entering and remaining at a Karting Venue.

Name: Licence No: (If applicable)

Signature: Date:

Medical Disclosure

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(Fully set out any medical condition which may affect the applicant's physical or mental ability, capacity or judgement.)

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I, of (Address) am the parent/guardian** of the above-named ("the minor") who is under 18 years old. I have read this Risk Warning, Disclaimer and Indemnity Form and understand its contents, including the Acknowledgement of Risks, Exclusion of Liability, Release and Indemnity and have explained the contents to the minor.

I consent to the minor entering a Karting Venue and participating in recreational activities conducted at the Venue at his/her own risk.

Signed..... Date

Parent/Guardian**

** Delete whichever does not apply

P13 LICENCE AND ACCREDITATION PHOTOGRAPHIC REQUIREMENTS

Scheduled Reviewed Triennially or as required

Date of Board Approval 29 September 2020

Introduction

Karting Australia “KA” requires that all licence holders – Drivers, Officials and Media be issued with a photographic identification licence that is required to be produced as confirmation of the licence holder’s membership status at any time that they may be in attendance at a Club or a sanctioned Karting Event.

Purpose

This Policy details the requirements for the photographic image that appears on a KA Licence/Accreditation.

Applies To

The Policy applies to Officials, Media, Volunteers and Members including but not limited to Drivers, Parents, Participants, Competitors and Team Members (“Covered Persons”).

Definitions

Capitalised terms used in this policy have the following meanings:

Photographer/Media means a person who has applied for and been issued with a KA Photographer/Media Accreditation

Member has the meaning given to that term in the Australian Karting Association Ltd Constitution

Official has the meaning given to that term in the Australian Karting Manual.

Participant has the meaning given to that term in the Australian Karting Manual.

Policy means the ‘KA Licence and Accreditation Photo Guidelines’ published by KA

Photo Guidelines

The Licence/Accreditation that KA issues is a photo ID. Accordingly, it should provide an accurate representation of the Covered Person at a given point in time.

New Photo

A new photo should be provided to KA or a SKA at the time that a Covered person obtains or renews their Licence/Accreditation on the following basis:

- Upon applying for their first Licence/Accreditation; then
- In the case of a Cadet Licence – at the time that the Driver obtains their first Junior Licence; then
- In the case of a Junior Licence - at the time that the Driver obtains their first Senior Licence; then
- In the case of a Senior, Official, Participant, Media Licence/Accreditation holder - every five (5) years at the time that the Licence/Accreditation is renewed.

Note: To avoid overloading State Administrators with new Licence card requests KA may upon application from an SKA allow an SKA to adopt an appropriate phasing in approach to this “New Photo” requirement.

Photo Specifications

To produce the Licence/Accreditation, we require that the applicant supplies a **high-quality photo in JPEG format at a minimum resolution of 72dpi (pixels per inch) with a preferred resolution of 300dpi.**










This is what we require:

- A single high-quality colour passport style image, less than six months old, supplied in **JPEG format**
- The photo must be a true likeness of the Covered Person. No retouching of the photo of any kind is permitted
- A clear, focused image with no marks or 'red eye'
- The photo must be **35mm to 40mm wide and 45mm to 50mm high** (Approximately 945 pixels wide and 1215 pixels high)
- Ideally the size of the face from chin to crown should be approximately 85-90% of the image



- No hat, cap, scarf or any form of face or head covering is to be worn
- Glasses (including prescription and sunglasses) are not to be worn (even if you normally wear them)
- Jewellery must not obscure any part of your face.
- The photo must have a plain white, neutral or light grey background that contrasts with your face
- Uniform lighting (no shadows or reflections), with appropriate brightness and contrast to show natural skin tone
- Face centred and looking at the camera straight on; not tilted in any direction (up, down, left or right)
- Hair off your face, so that the edges of your face are visible
- Eyes open, mouth closed
- Neutral expression (not smiling, laughing or frowning)

Photo Examples

ACCEPTABLE	UNACCEPTABLE	
 <p data-bbox="300 913 422 943">Acceptable</p>	 <p data-bbox="699 913 880 943">Side on to camera</p>	 <p data-bbox="1129 913 1311 943">Hair obscuring face</p>
 <p data-bbox="300 1279 422 1308">Acceptable</p>	 <p data-bbox="699 1279 880 1308">Insufficient contrast</p>	 <p data-bbox="1129 1279 1311 1308">Background not plain</p>
 <p data-bbox="300 1648 422 1677">Acceptable</p>	 <p data-bbox="742 1648 833 1677">No glasses</p>	 <p data-bbox="1040 1648 1434 1677">Shadows on image and background</p>