

USER CONTRACT WITH EXCLUSION OF LIABILITY

Please complete in block capitals

Lastname / Firstname:		Photo
Nickname:	Phone. privat:	
Birthday:	Phone. business:	
Street / nr.:	Mobile:	
Postalcode / City:	Fax:	
Country:	E-Mail:	

1. By virtue of this contract, the above-mentioned user obtains the right to use an electric go-kart of Kart-Palast Betriebsgesellschaft mbH, including the necessary accessories, for the agreed period of time.
2. The rental and services contract is subject to the General Terms of Business printed overleaf, which the user acknowledges by signing the contract.
3. By signing this contract, the user declares that that he is not suffering from any physical condition (in particular no heart and circulatory problems), nor is under the influence of alcohol/drugs or medication that could affect his driving ability. He undertakes to comply implicitly with instructions by staff regarding the use of the go-kart on the kart track, and, in the event of any fault or defect arising in the go-kart while it is being used, to leave the kart track immediately without causing obstruction to others and to park the go-kart in a safe place. He further declares that he is aware of all the conditions of use of the kart track and will comply with them, and that he has familiarised himself with the operating requirements of the go-kart. He further declares that he has received all necessary instructions from the operating staff regarding safe driving of the go-kart.

4. Exclusion of liability

By signing this contract, the user declares that entering into and remaining on the premises, and participation in all activities, and in particular racing on the kart track, are undertaken at his own risk, without exclusion or restriction. The user expressly confirms that he personally accepts civil and criminal liability of whatever kind for damages caused by him or by the go-kart he is using arising from his participation in training runs and also in race events. The user expressly declares that he is aware of the risks of participation in training runs and races with an electric go-kart and that he elects of his own free will to bear these risks by driving a go-kart on the kart track. The user knows and accepts that he is liable to Kart-Palast Betriebsgesellschaft mbH for whatever damage to the kart track and its equipment and accessories results from his grossly negligent or deliberate behaviour.

Conversely the liability of Kart-Palast Betriebs GmbH towards the user for all damages sustained by him during operation of the go-kart equipment, irrespective of the legal basis on which they arise and irrespective the event to which their occurrence relates is excluded, unless the damage arises from deliberate or grossly negligent behaviour on the part of Kart-Palast Betriebs GmbH. In particular, liability of whatever sort by Kart-Palast Betriebs GmbH towards the user on the basis of infringement of the general duty to provide road safety measures is excluded.

5. Children and young persons

Children can use the kart track only from an age of 8 years and a minimum height of 1.20 m; this user contract must then be signed by the person responsible for the child, under the terms of the General Terms of Business printed overleaf. Membership cards can also be issued for children.

Important note:

The declaration of agreement by the person with parental responsibility is necessary for the children / young persons under 18 years of age. The provisions of the current Protection of Young Persons Act are applicable throughout the premises.

 Application for issue of a membership card

The user applies for the issue of a membership card for multiple use of the kart track, with a period of validity for an indeterminate time of at least 2 years. For the issue of the membership card, a charge of 3.00 € is levied to cover administration costs for the period of validity.

Town	Date	Legally-binding signature	QR-Code
For minors: Legally-binding signature of the person with parental responsibility			

GENERAL TERMS OF BUSINESS

1. On payment of the usage fee in accordance with the contract overleaf, an individual contract between the user and Kart-Palast Betriebs GmbH comes into effect. That contract is subject to these General Terms of Business. The user is entitled to use the kart track within the terms of the conditions of use displayed on notices and only in accordance with instructions given by the operating staff of the track, which must be complied with implicitly. The duration of use is governed by the applicable table of prices and by payment of the relevant fees for entry and use.

If the user infringes instructions given by the staff, the staff are entitled to exclude him for a specified period of for an indefinite period. In this case the customer must give back the go-kart in the pit lane and leave the track. Fees already paid for entry and use will not be reimbursed.

2. Children and young persons can use the kart track from an age of 8 years and a minimum height of 1.20 m, and may drive a go-kart themselves on the track. The user contract for children and young persons requires the agreement of all persons with parental responsibility, who must be personally present on the premises when the contract is concluded. If only one person with parental responsibility is present, they must present an original authorisation from the second person with parental responsibility registered for him. If there exists only one person with parental responsibility, this should be shown credibly by presentation of a photocopy of certificate to this effect (e.g. a court custody order). Persons on whom parental responsibility for children is temporarily conferred by the person with parental responsibility can act for a child or young person only if the child or young person is the holder of a membership card authorised by the person with parental responsibility. When a child or young person not yet older than 14 years is using the track, a person having care of the child or a person with parental responsibility must be present.

The contract overleaf comes into effect subject to the exclusion of liability stated therein.

3. Membership card

Based on the application overleaf, a membership card is issued for an indeterminate period of time from the date of application. It entitles the member to use the kart track in accordance with the respective table of prices, on payment of the entry/use fee, without any further signature of a contract, and secures the member further services from Kartbahn Betriebs GmbH, in particular information about special offers. The procedure for issuing the membership card includes signature by the user of the declaration overleaf of exclusion of liability of Kartpalast Betriebs GmbH towards him for the duration of validity of the membership card.

Children who are older than 12 years, who hold a membership card and whose application was signed by both parents, may terminate the respective user contract for a cash payment without the presence of their parents or carers, and use the track even in the absence of the person having care of the child or person with parental responsibility.

The membership card is subject at present to a one-off administration charge of 3.00 €. Printing a new membership card is subject at present to an administration charge of 2.00 €

4. Data protection declaration

The user declares his agreement that his personal data may be held by Kart-Palast Betriebs GmbH for purposes of data processing. The data are held and used exclusively for the purposes of Kart-Palast Betriebs GmbH, and are not made available to third parties. The user is permitted to access the data held about him by Kart-Palast Betriebs GmbH at any time. Kart-Palast Betriebs GmbH undertakes to delete the data held about him if so requested by the user.