



2021 APPLICATION FOR KNSW AUTHORISED PHOTOGRAPHER

Name of Photographer:	
Address:	
Telephone & Mobile Numbers:	
Email Address:	
Media Outlets (if applicable):	
Date of Birth:	
Working with Children Number:	
Working with Children Expiry Date:	
Vest Size:	

The Photographer acknowledges and agrees that in consideration of (a) being permitted to enter any “KNSW Authorised Venue” and participate in recreational activities conducted at the KNSW Authorised Venue; and (b) KNSW authorising the Photographer to enter a KNSW Authorised Venue in the capacity of a KNSW Authorised Photographer, the Photographer acknowledges and agrees:

1. KNSW is in the business of providing recreational services that relate to the sport of go karting, including official and private practice, come and try days, demonstrations, displays and race competition (“**Business**”).
2. By entering the KNSW Authorised Venue the Photographer may be at risk of death or of suffering personal injury (both physical and psychological) or loss and damage to property (“**Harm**”) arising from KNSW conducting its Business.
3. Possible causes of Harm include, but are not limited to: being hit by a go kart or debris from a go kart, a go kart crashing into another go kart (including your go kart if you are a driver), a go kart crashing into safety barriers and fencing or driving off the circuit, debris on the circuit, you or another slipping and falling at the KNSW Authorised Venue, mechanical failure of a go kart or failure of a structure installed on the KNSW Authorised Venue, acts of violence or other harmful acts (whether intentional or inadvertent) committed by others at the KNSW Authorised Venue.
4. The Photographer releases and indemnifies KNSW and holds it harmless with respect to all liability for my death, personal injury and all other loss and damage, including damage to my property howsoever arising, except to the extent prohibited by law.
5. The Photographer voluntarily entered the KNSW Authorised Venue at its own risk and knows that go karting is a potentially dangerous activity. The Photographer will not, whilst on the premises, consume or otherwise take in substances or do things that will adversely affect the Photographer’s physical or mental ability, capacity or judgement.
6. If the Photographer participates at the KNSW Authorised Venue, the Photographer declares that it has read and understood the KNSW Rules and the Supplementary Regulations issued for the day.
7. KNSW reserves the right to refuse the Photographer, without limitation, entry to the KNSW Authorised Venue and at any time may withdraw its consent for the Photographer to remain at the KNSW Authorised Venue.
8. Before signing this form the Photographer has read and fully understands its meaning and that the Photographer, by signing this form, may be giving up important legal rights.
9. The Photographer acknowledges and agrees:-
 - a) To have a current Working with Children (“WWC”) Check clearance in place;
 - b) That any rights in connection with the authorisation provided to the Photographer, cannot, without the prior consent to KNSW, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever;
 - c) KNSW may grant or reject the request for authorisation in its absolute discretion and may impose such further terms and conditions as it determines are necessary in its absolute discretion. Once granted, KNSW may revoke the authorisation at any time in its absolute discretion without providing reasons and without being liable to compensate the Photographer or any other person;
 - d) That he/she is or will be over the age of eighteen (18) prior to attend any KNSW Authorised Venue;
 - e) That he/she will supply at least five high definition digital photos to the State Office in the week following attendance at an event to admin@kartingsw.com.au ; and
 - f) At all times comply with KNSW Member Protection Policy which is located at www.kartingsw.com.au.

10. All current KNSW Authorised Photographers will be listed on www.kartingnsw.com.au

WARNING – AUSTRALIAN CONSUMER LAW AND OTHER LEGISLATION

Under the Australian Consumer Law, 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 the Australian Consumer Law and in some states, other legislation, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and other legislation if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in 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.

If you do not understand this form, or do not agree to be bound by the provisions of this Agreement, you should not sign it and thereafter should forthwith leave the KNSW Authorised Venue.

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

Name:

Signature:

Date:

* Affiliates of KNSW include, but are not limited to its Ordinary Members, associate members, provisional members, life members, honorary members, temporary members, Committee members, Trustees, License Holder, Officials, Instructors/Coaches, Employees and Volunteer workers, Board of KNSW, promoters, sponsors and owners and lessees and licensees of the land, organisers and respective servants, officials and agents.

Please return completed form to admin@kartingnsw.com.au