

MOTORCYCLING AUSTRALIA – VICTORIA

WARNING: THIS IS AN IMPORTANT DOCUMENT, WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

CONTRACT TO PARTICIPATE IN THE MOTORCYCLE SPORTING EVENT AND/OR ACTIVITY:

- 1.
- 1. (PRINT NAME)-----RIDER
- 2. (PRINT NAME)-----PASSENGER

Hereby agree with the persons, organisation and bodies corporate whose names appear in Schedule 1 hereinafter collectively called “the organiser” that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called “the meeting”) at the venue listed at Schedule 3 (hereinafter called “the venue”) on the terms and conditions set out in this document.

ACKNOWLEDGEMENT OF RISKS, DANGERS AND OBLIGATIONS

- 2. I acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - (a) that I may be injured, physically or mentally, and may be killed.
 - (b) that my machinery or equipment may be damaged, lost or destroyed
 - (c) that other competitors may ride dangerously or with lack of skill
 - (d) that track or event conditions may be hazardous and may vary without warning or predictability
 - (e) that organisers, officials, landowners and agents or representatives of those in charge of the meeting are frequently obliged to make decisions under pressure of time and / or events.
 - (f) That any policy of insurance of or in respect of my life or physical or mental health may be voided
 - (g) That there may be no or inadequate facilities of treatment or transport of me if I am injured
 - (h) That I have an obligation to myself and others to compete safely and within the rules of competition

INDEMNITY GIVEN TO ORGANISERS

- 3. in consideration of the acceptance of me as an entrant in the meeting I agree to indemnify the organisers and each if them in the following manner:
 - (a) that I participate at the meeting at my sole risk and responsibility
 - (b) that I accept the venue as it stands with all or any defects hidden or exposed
 - (c) that I indemnify, and hold harmless the organisers, their respective servants, agents or by officials against any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of my death or any injury, loss or damage caused to me or to my machinery or equipment whether by negligence, breach of contract or in any other manner whatsoever.

SCHEDULES

- 4. SCHEDULE 1
 - 1. Federation Internationale Motorcycliste
 - 2. Motorcycling Australia
 - 3. Motorcycling Victoria
 - 4. NORTH WEST VICTORIAN MOTORCYCLE CLUB INCORPORATED
 - 5. NORTH WEST VICTORIAN MOTORCYCLE CLUB – LAND OWNER/OCCUPIER
 - 6.

SCHEDULE 2 CLOSED TO CLUB - ENDURO

SCHEDULE 3 LAND OWNERS PROPERTIES

RIDERS SIGNATURE-----DATED

PASSENGERS SIGNATURE-----DATED

THIRD PARTY INDEMNITY WHERE ENTRANT IS UNDER 18 YEARS OF AGE

- 7. I/we-----being the parents or guardians of the person named in clause 1. hereinafter called “the entrant” hereby acknowledge;
 - (a) that I/we have read the whole of this document and understand it;
 - (b) that I/we consent to the entrant participating in the meeting; and;
 - (c) that I/we are aware of the risks, dangers and obligations set out as above.
- 7.In consideration of the entrant being accepted as an entrant in the meeting I hereby indemnify the organisers in the same manner and to the same effect as if I/we were the entrant.

PARENT/GUARDIAN SIGNATURE-----DATED

