



2020 Indemnity Form

Warning: This is an important document which affects your legal rights and obligations. Please do not sign it unless you are satisfied that you have been given sufficient information about its contents.

MOTORCYCLE RIDING IS DANGEROUS! PARTICIPATE AT YOUR OWN RISK.

In consideration of Dirtworx Ride Park Pty Ltd (including all employees, agents, licenses, subsidiaries, holding companies, associates and assignees) consenting to the use of its services and facilities.

Print Name: _____

Town/Suburb: _____ Date of birth: _____

Emergency contact name and number: _____

(Hereinafter called "The Rider" which expression shall include the riders heirs, assigns and legal representatives) Agrees to accept such use of the services and facilities upon the terms and conditions hereinafter appearing and any other terms and conditions Dirtworx Ride Park may impose from time to time.

The rider further:

- The Rider has read and understood the Rules and Regulations and agrees to abide by these rules and regulations and the Rider agrees to ensure compliance of these rules and regulations by minor/s under my care.
- Agrees the Dirtworx Ride Park or its servants or employees reserve the right to determine the use of the services and facilities at any time and for any reason whatsoever AND FURTHER if asked to leave Dirtworx Ride Park property by Dirtworx Ride Park or its servants, employees, agents or any other authorised person the Rider will do so promptly.
- Agrees to assume all risk in or about the facilities and HEREBY RELEASES AND INDEMNIFIES DIRTWORX RIDE PARK in connect with any and all damages, claims, rights and causes of action of whatever nature or kind including but not limited to those related to injury, disability or death of the Rider on or about the property of Dirtworx Ride Park whether or not the injury, disability or death is caused by any negligence of Dirtworx Ride Park, its servants and employees or any other person.
- Agree to be liable for and indemnify Dirtworx Ride Park from and legal liability, loss, claim, judgement, demand, right or proceeding in respect and/or in connection with any injury or damage whatsoever arising to person or property which in any way results directly or indirectly from the use or attempted use at any time by the Rider of any services and facilities of Dirtworx Ride Park or on the property of Dirtworx Ride Park AND FURTHER AGREES to be liable and assume all responsibility for loss, damage or injury and/or death to any person or property by reason of the condition of the services and facilities or the use, management, control or operation thereof and the Rider HEREBY RELEASES DIRTWORX RIDE PARK from and AGREES TO INDEMNIFY and save harmless Dirtworx Ride Park against all claims for such loss, damage, injury and or/death! Sustained by the Rider or any other person or persons whether or not associated with the Rider whether caused by negligence of Dirtworx Ride Park, its agents, or employees or otherwise whilst on the property of Dirtworx Ride Park
- Agrees to be liable and indemnify for any loss, damage or injury whatsoever to any property, employee, servant, director, sub-contractor, licensee, assignee or agent of Dirtworx Ride Park directly or indirectly caused by or resulting from any use or intended or attempted use by the Rider at any time of any of the services and facilities of Dirtworx Ride Park or cause directly or indirectly by the Rider's behaviour whether negligent, reckless or otherwise whilst on the property of Dirtworx Ride Park, any loss, damage, injury and/or death whether or not arising from the use by the Rider of the services and facilities.
- Agrees to abide by all the rules and regulations established by Dirtworx Ride Park regarding the use of the services and facilities.
- Authorises Dirtworx Ride Park and any advertising or marketing agency acting on behalf of Dirtworx Ride Park to take, use and reproduce photographs and films of the Rider whilst using the services and facilities or is otherwise on the property of Dirtworx Ride Park and to use the same without any charge to Dirtworx Ride Park for any purpose including commercial advertisements AND FURTHER AUTHORISES DIRTWORX RIDE PARK or any other person so authorised by Dirtworx Ride Park to use the information contained in this agreement or otherwise collected for or on behalf of Dirtworx Ride Park for the purpose of such commercial advertisements and/or other promotions.
- The Rider understands that Dirtworx Ride Park employees attending an injured rider may, at their discretion, call for an ambulance and the rider/parent/guardian named on this form will bear all associated costs.
- Warrants to Dirtworx Ride Park that all details herein provided are true and correct.
- The Rider hereby acknowledges that motorcycling is a dangerous sport and involves the risk of serious injury and/or death and/or property damage.
- Agrees to ride motorcycle at walking pace only within the car park area and transition lanes/roads at all times
- The Rider and/or minors under my care declares they are not under the influence of any drugs or alcohol whatsoever
- Acknowledges that the Rider has read and understood each of the terms and conditions hereof.

SIGNATURE: _____ DATE: _____

BIKE TYPE: _____

☐

I DO have current ambulance cover.

☐

I DO NOT have ambulance cover and I understand that I accept all associated costs in the event an ambulance is called for myself or minor/s in my care.



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ADULT CONSENT AND INDEMNITY (FOR RIDER/S UNDER 18 YEARS OF AGE)

Full name: _____

Address: _____

Signature: _____

Relationship to Rider: _____

Hereby consent to the Rider using Dirtworx Ride Park services and facilities AND IN CONSIDERATION OF DIRTWORX RIDE PARK providing such services and facilities upon the terms and conditions appearing above, which in terms and conditions I have read and understood, HEREBY INDEMNIFY DIRTWORX RIDE PARK adjacent all loss, damages, cost and expenses suffered or incurred by Dirtworx Ride Park as a result of any act or failure to act, whether negligently or otherwise of the Rider including, but limited to loss, damage, cost and expenses suffered or incurred by Dirtworx Ride Park whether directly or indirectly as a result of the Rider's breach of any of the terms and conditions appearing above. Compulsory requirements to be met before access and use of Dirtworx Ride Park services and facilities Helmet, Gloves, Goggles, Boots, Long pants and Long sleeved shirt.

I will ensure that the minor/s are under my care and control AT ALL TIMES and will ensure that the minor/s comply with these rules and regulations.

Name of minor: _____ Age: _____ Bike CC's: _____

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Please indicate tracks you will be riding.

Senior MX	Enduro Loop	Flat Track	Long Track	Jr MX	PeeWee

Please bring any concerns or issues to the attention of the Dirtworx Ride Park's authorised representative's (Manager, Staff or Volunteer) for clarification before signing this document.

Office Use:

Time of Entry: _____

Total: \$ _____