

# WESTERN MOTORCYCLE PARKS RIDER WAIVER

This form MUST be completed, signed and processed by Western Motorcycle Parks Pty Ltd ACN 129 937 131 Trading As West Moto Park ABN 89129937131 (**West Moto Park**) before you, (**Participant**) are permitted to enter the West Moto Park track and camping facilities (**Park**). If the Participant is under 18 years of age, a parent or legal guardian MUST sign this form and provide an emergency contact number and accepts these obligations as if they were the Participant. By entering the Park, you accept West Moto Park's rules and regulations.

**By signing this document you will acknowledge and waive certain rights, so please READ CAREFULLY!**

Please complete your personal details below, and ensure the form is properly signed.

FIRST NAME		SURNAME	
ADDRESS		SUBURB	
STATE	POST CODE	PHONE	
MOBILE		GENDER	M                      F
EMAIL		OTHER DETAILS	
DOB ____ / ____ / ____	AGE	HAVE YOU RIDDEN BEFORE?	Y                      N

## DECLARATION AND WAIVER AND INDEMNITY DEED

IN CONSIDERATION for being permitted to enter the park, the undersigned Participant warrants the following:

- Express voluntary assumption of risk:** The Participant acknowledges that motorcycle riding is an adventurous recreational activity with inherent risk. The Participant understands that they will be engaging in activities involving a real risk of serious injury or death from various causes, including, but not limited to, equipment failure, other participants, spectators, the condition of the track or weather conditions. The Participant acknowledges there may be hidden risks and dangers, dangers that are not reasonably foreseeable or dangers not known to West Moto Park at this time. The Participant voluntarily accepts all risks flowing from their participation and accepts the venue as it stands.
- Liability release:** To the extent allowable by law, the Participant releases West Moto Park and all persons or corporations associated directly or indirectly with West Moto Park or the conduct of the activities, from all liability, claims, demands and proceedings for any loss or damage arising out of the Participants participation.
- Indemnity:** The Participant hereby indemnify West Moto Park for all liability for any injury, loss or damage arising out of or connected with their participation in motorcycle riding, whether caused by the negligence of West Moto Park or otherwise.
- The Participant acknowledges this indemnity and release binds its heirs, executors, personal representatives, next of kin and assigns.

5. **Protective equipment:** The Participant agrees to wear a suitable helmet, riding boots and suitable clothing (shorts are prohibited) as the minimum protective equipment at ALL TIMES whilst they are riding motorcycles on any track located at the Park. West Moto Park may at its discretion refuse the Participant from riding any motorcycle in the Park if it believes that the Participant is not adequately protected. West Moto Park recommends that the Participant wears the following items: helmet, off road motorcycle boots, goggles, gloves, knee guards, elbow guards, body armour, kidney belt, specialist riding apparel (nylons), spine protector, knee braces, neck pad, and camelback.
6. **Equipment and Facilities Inspection** The Participant agrees that before they participate in any motorcycle riding, they will independently inspect the related tracks, facilities and equipment. The Participant will immediately advise West Moto Park of any unsafe condition that they have observed. The Participant agrees that they will not participate in any motorcycle riding until all unsafe conditions observed by them has been remedied. The Participant acknowledges that reasonable safety precautions are undertaken by West Moto Park (such as supervision, helmet safety checks), but such are a service to the Participants and other participants and are not a surety of safety.
7. **Physical fitness:** The Participant warrants that they are physically fit to participate in motorcycle riding and have not been advised otherwise by a medical practitioner. The Participant agree to disclose to West Moto Park any medical condition that they may have which may affect riding motorcycles at the Park.
8. **Medical treatment:** The Participant consents (or consents on behalf of the child for whom this has been signed) to receiving any medical treatment that West Moto Park considers to be reasonably necessary in the circumstances. The Participant acknowledges that there may be no adequate facilities for treatment or available transport if they are injured. The Participant understands the furnishing of medical care is in no way an admission or an assumption of liability on the part of West Moto Parks.
9. **Personal property:** The Participant acknowledges that they have sole responsibility for their personal property whilst in the Park. West Moto Park accepts no liability for loss, theft, damage or destruction of personal property.
10. **Alcohol and drugs:** The Participant warrants that they will not participate in any motorcycle riding while intoxicated or affected by drugs. Participating while under the influence of alcohol or drugs removes all liability from West Moto Park and its staff. Alcohol and prohibited drugs are expressly forbidden to be brought into the Park by any person.
11. **Park rules:** The Participant has read and agreed to abide by the attached Park Rules and Regulations of West Moto Park.

**The Participant acknowledges that the terms and conditions of this document are contractual in nature, are intended to have legal effect and are not a mere warning.** West Moto Park is not responsible for the Participants decision to participate and the Participant was not induced to do so. The Participant acknowledges their registration is not transferable to any other person. The Participant has read this document, understand its contents and completes it of their own free will.

<p><b>SIGNED</b></p>  <p>_____</p>  <p><b>DATE:</b> ____ / ____ / ____</p>
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<p><b>Where Participant is under 18:</b> I am a parent or legal guardian of the Participant. I verify that the risks of the activity and significance of this document have been explained to and understood by the Participant:</p> <p>Full name: _____</p> <p>Relationship: _____ DOB: ____ / ____ / ____</p> <p>Emergency contact name and number:</p> <p>_____</p>
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