

Deed of Acknowledgement, Waiver of Liability, Indemnity and Voluntary Assumption of Risk

PLEASE PRINT NEATLY IN BLOCK LETTERS



Participant / Parent / Legal Guardian Details:

First Name Last Name
DOB / / Gender Male / Female
Address
Suburb Postcode
Email Phone
Emergency contact person and number

Office use only
ID Checked
Staff Initials:

NOTE If any Participant is a Minor Participant (under the age of 18), a parent or legal guardian must complete this form on their behalf and include the Minor Participant's details overleaf.

WARNING this document contains important information and may affect each Participant's legal rights. If a Participant wishes to participate in the Recreational Activities detailed below, they **MUST** complete this form and it must be accepted by GCM before a Participant can participate in the Recreational Activities. If a Participant is under 18, a parent or legal guardian **MUST** complete and sign this form and their signature **MUST** be witnessed by another person over 18.

Terms and conditions

1. Definitions

Claim means and includes any court action, proceeding or claim, demand, damage, cost or expense rising from or in relation to the Recreational Activities which may be made by a Participant or on a Participant's behalf for or in respect of or arising out of a Participant's death or any personal injury, loss or damage caused to a Participant or any Participant's equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

GCM means Gap Creek Moto Pty Ltd and Gap Creek Farm Pty Ltd, their directors, employees, servants and agents.

Minor Participant means each of the Minor Participants detailed overleaf.

Recreational Activities means any activity conducted at the Venue for the purpose of enjoyment and/or leisure that involves a significant degree of risk or physical harm when performing, participating in, viewing or spectating, such activities including but not limited to motorbike, quadbike, motocross, trail / enduro, camping, bicycling and bush walking.

Participant means each of the Participant / Parent / Legal Guardian detailed above and each Minor Participant.

Venue means the property located at 9674 Cunningham Highway Tregony, Queensland 4370.

2. Acknowledgment of Risks, Dangers & Obligations

Each Participant acknowledges on their own behalf and on behalf of each Minor Participant that:

- a) The Recreational Activities are being engaged in by them for enjoyment and/or leisure and that they involve a significant degree of risk or physical harm and each Participant will be exposed to certain risks and dangers including that:
 - i) they may be injured, physically or mentally, and may be killed.

- ii) Each Participant's machinery or equipment may be damaged, lost or destroyed.
 - iii) Others may engage in the Recreational Activities dangerously or with a lack of skill.
 - iv) The Venue and weather conditions may be hazardous and may vary without warning or predictability.
 - v) There may be no or inadequate facilities for treatment or transport of me if a Participant is injured.
 - vi) Each Participant gives permission to GCM to arrange medical treatment and emergency services as deemed necessary by GCM for a Participant's safety and each Participant agrees that they are liable for any associated costs.
- b) Each Participant participates in the Recreational Activities at their sole risk and responsibility.
 - c) Each Participant accepts the Venue as it stands with all or any defects hidden or exposed.
 - d) Each Participant has read and understood these terms and conditions.
 - e) By executing this form, each Participant/s accepts GCM's rules and regulations and/or on behalf of each Minor Participant.

3. Obligations

Each Participant acknowledges on their own behalf and on behalf of each Minor Participant agrees that:

- a) If a Participant has signed this form on behalf of a Minor Participant, they will supervise them at all time and will be responsible for their actions and safety and compliance with these terms and conditions.
- b) Each Participant accepts that a breach of these terms and conditions may result in their participation in the Recreational Activities being terminated immediately and that they will not be entitled to a refund if termination occurs because of such a breach.
- c) Each Participant will operate their motorcycle and conduct themselves in a safe and skilful way and will comply with all relevant rules, regulations, policies, procedures and instructions given by GCM and directions given by GCM.

Participant / Parent / Legal Guardian to initial:

- d) Each Participant will not operate their motorcycle at the Venue under the influence of intoxicating liquor or drugs (including prescriptions drugs) that affect their ability to operate their motorcycle.
- e) Each Participant will wear appropriate safety gear including a strapped helmet compliant with Australian Safety Standards, shoes and long pants (or as may be directed by GCM).

3. Indemnity and Release given to GCM

- a) In consideration of participating in the Recreational Activities each Participant on their own behalf and on behalf of each Minor Participant agrees to:
 - i) Indemnify GCM and keep GCM indemnified to the full extent permitted by law from all Claims;
 - ii) Not hold GCM liable for any loss, injury, death, or damage whatsoever to any person or their belongings or otherwise arising out of or in connection with the Recreational Activities resulting directly or indirectly from any occurrences whatsoever.
 - iii) Release GCM to the full extent permitted by law from all liability to each Participant for any and all Claims;
- b) The release and indemnity provided by each Participant on their own behalf and on behalf of each Minor Participant in this document is in addition to, and will not in any way limit the application of, any legislation.

4. Medical

Each Participant on their own behalf and on behalf of each Minor Participant warrants that:

- a) They are in a fit and healthy condition that to participate in the Recreational Activities.
- b) They will inform GCM if they have any specific medical condition/s that may affect their safety or the safety of other participants;

5. Right to Use Images

Each Participant on their own behalf and on behalf of each Minor Participant:

- a) acknowledges and consents to photographs and electronic images (including, but not limited to, moving images) being taken of them during their participation in the Recreational Activities at the Venue.
- b) Each Participant acknowledges and agrees that such photographs and electronic images are owned by GCM and it may use the photographs and electronic images for promotional or other purposes without further consent being necessary.
- c) Consents to GCM using each Participant’s name, image and likeness.

To be completed for each Minor Participant (person under the age of 18)

First Name _____
 Address _____
(complete address only if different from overleaf)

Last Name _____
 Gender _____ Male / Female
 DOB _____ / /

First Name _____
 Address _____
(complete address only if different from overleaf)

Last Name _____
 Gender _____ Male / Female
 DOB _____ / /

First Name _____
 Address _____
(complete address only if different from overleaf)

Last Name _____
 Gender _____ Male / Female
 DOB _____ / /

First Name _____
 Address _____
(complete address only if different from overleaf)

Last Name _____
 Gender _____ Male / Female
 DOB _____ / /

First Name _____
 Address _____
(complete address only if different from overleaf)

Last Name _____
 Gender _____ Male / Female
 DOB _____ / /

This form must be signed in front of Gap Creek Moto staff

Participant / Parent / Legal Guardian Signature _____

Staff signature: _____

Dated: _____

I do not wish to receive special offers, events notices or marketing communication via post, sms.or email