

RELEASE AND WAIVER OF LIABILITY

Jindabyne Mountain Bike Adventures (JMTBA) (ABN 13 671 296 191) operates tours and lessons in and around the Jindabyne area. Fun, adventure and safety are our priority. To ensure that we comply with insurance requirements stipulated by Sportscover Pty Ltd, we need this medical disclaimer and risk acknowledgement form filled out by every rider who participates either through instruction (lessons) or on a mountain bike tour.

Name of Rider:
Name of Parent or Legal Guardian (if applicable):
Phone No:
Email address:
Post Code:

Age:
Height:
Weight:
Fitness: (Low / Medium / High)
Experience Level: (Beginner, Intermediate or Advanced)

**PLEASE READ CAREFULLY BEFORE SIGNING
(IF YOU CANNOT READ ENGLISH THIS WAIVER CAN BE READ OUT TO YOU)**

Description of Activities:

JMTBA operates mountain bike guided tours and lessons in and around the Jindabyne area. The tours and lessons are conducted on off road mountain bike trails covering various terrain types, which are mainly single track (trails). These trails are graded as Green, Blue and Black.

I, the undersigned have read, understand and expressly agree to the following:

A. Risk warning

I am aware that by my participation in any activities arranged by **JMTBA**, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of **JMTBA**. I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that **JMTBA** is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk. I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW).

B. Participant's Warranties

I agree to abide by any of the **JMTBA's** rules, and any direction or instruction given to me by **JMTBA** during the course of the Activities. I agree to use and/or wear any equipment given to me by **JMTBA**.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify **JMTBA** of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behavior or any other behavior that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, **JMTBA** may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment. I agree that in cases of urgent medical attention, **JMTBA** will need to contact emergency services such as an ambulance or air medical services at my expense.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

C. Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, **JMTBA** or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by **JMTBA's** negligent act or willful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that **JMTBA** will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of **JMTBA**, and agree to indemnify and keep indemnified **JMTBA** in respect of any such claims.

D. Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue **JMTBA** in relation to the **JMTBA's** services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are *excluded, restricted or modified* as set out below.

By signing this form, you agree that the liability of **JMTBA** in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth)), and recreational activities (as defined by the *Civil Liability Act 2002* (NSW)) for any:

- (1) Deaths;
- (2) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (3) The contraction, aggravation or acceleration of a disease;
- (4) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is *excluded*.

You acknowledge and agree that the above provision operates to exclude the liability of **JMTBA** as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5N of the *Civil Liability Act 2002* (NSW).

E. Conditions, Health, Covid-19 and Representations.

1. I have made no misrepresentations to the **JMTBA** in any regard, including, but not limited to, my height, weight, age, experience or fitness.
2. I have a helmet and I will wear a helmet whilst riding with **JMTBA**. I understand that wearing a helmet may decrease the risk of head injury.
3. I am physically and mentally able to ride a mountain bike and am familiar with mountain bike riding and its physical and mental requirements and risks involved.
4. I have no known health conditions that will put me at risk when undertaking mountain bike riding or instruction.
5. I do not have Covid-19 or any signs or symptoms, and have not been in any contact with anyone who has Covid-19.
6. If I have Covid-19 or any symptoms I will inform **JMTBA** and will not participate in any mountain bike activities.
7. I agree that **JMTBA** may revoke or stop the tour or instruction because of unsafe or rude conduct or failure to obey instructions or any violations of the terms of this agreement and waiver.

F. Photos/Videos

I agree that **JMTBA** may use photos/videos taken of me during the activities for use on **JMTBA's** website or social media platforms. If you do not agree, please tick this box:

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless **JMTBA** from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of **JMTBA**.

Signature of Legal Guardian: _____ Date: _____

Child 1:

Name (Print): _____ Date: _____

Child 2:

Name (Print): _____ Date: _____

Child 3:

Name (Print): _____ Date: _____

Child 4:

Name (Print): _____ Date: _____