



Kia Ora Trail Ride

RIDER'S INDEMNITY FORM

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.

Kia Ora Trail Ride is run under Motorcycling Queensland's Regulations for trail rides.

1. CONTRACT TO PARTICIPATE IN MOTORCYCLE SPORTING EVENT AND/OR ACTIVITY

I hereby agree with the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereafter collectively called "the organiser") that I am by this agreement entitled to participate in the Kia Ora Trail Ride (hereinafter called "the meeting") held on 21st & 22nd September, 2013 at Kia Ora Pony Club (hereinafter called "the venue") on the terms and conditions set out in this document.

2. ACKNOWLEDGEMENT OF RISKS, DANGERS AND OBLIGATIONS

I acknowledge that motorcycling sport is dangerous and that by engaging in the sport and participating in this meeting I take and am exposed to certain risks and dangers and am under certain obligation 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 riders 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/track operators and any agents or representatives of those in charge of meetings 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 avoided;
- g) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
- h) that I have an obligation to myself and to others to participate safely and within the rules of this meeting.

3. INDEMNITY GIVEN TO ORGANISERS

In consideration of the acceptance of me as an entrant in this meeting I AGREE TO INDEMNIFY the organisers and each of them in the following manner:

- a) that I participate in this 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 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 caused by negligence, breach of contract or in any other manner whatsoever.

4. SCRUTINEERING DECLARATION

I declare that my machine is safe for use in the Kia Ora Trail Ride. I declare that the brakes, suspension, steering and exhaust system of my machine are working effectively and that it has no external oil leaks.

I acknowledge that my machine may be subjected to random scrutineering checks and that I may be required to repair or cease using my machine if it is found unsafe or unacceptable for any reason.

- SCHEDULE 1**
- 1. Federation Internationale Motorcyclist
 - 2. Motorcycling Australia Ltd
 - 3. Motorcycling Queensland
 - 4. Kia Ora School P&C (Promoting Club)
 - 5. As per venue registration (Landowner)

SURNAME: GIVEN NAMES:.....

EMAIL:.....

ADDRESS:

SUBURB: POSTCODE:

PHONE (Home or Mobile): DATE OF BIRTH: GENDER: Male / Female
(Please circle)

NEXT OF KIN / EMERGENCY CONTACT:

SIGNED: SIGNATURE OF GUARDIAN (IF UNDER 18):