



LIABILITY WAIVER AGREEMENT



I understand and agree that:

1. The purpose of this Agreement is to exclude the liability of the Provider (as defined below) to the extent permissible by law to pay damages or any other form of compensation for any personal injury or death suffered by me resulting from participating in the Recreational Activity (as defined below).
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this Agreement I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this Agreement and that I have done so voluntarily in the knowledge that it is open to me not to sign the Agreement and for me to elect not to participate in the Recreational Activity.
4. I release and forever hold harmless the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity from and against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
5. I also agree to indemnify the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
6. I also agree that the liability of the Provider for any personal injury that may result from the supply of the Recreational Services (as defined below) that may be suffered by me is excluded.
7. I also agree that photos taken of me at Ride Park can be used for social media, marketing or promotional purposes.
8. I also agree to wear protective clothing (i.e. National Standards approved helmet, goggles, gloves, long sleeved top, long trousers and suitable footwear (e.g. motocross type boot that overlaps trousers) at all times.
9. I also agree to ride my motorcycle at walking pace only within the car park area at all time.

Parent / Guardian Declaration

10. In my capacity as the parent/guardian of the Participant I make the above acknowledgements, releases, agreements and warranties on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

Definitions

"Participant" means the person whose name appears next to Participant below.

"Provider" means Dirt Industries Group Pty Ltd ABN 92 160 576 689

"Recreational Activity" means the motorcycling activity provided by the Provider.

"Recreational Services" means the organisation of and delivery of the Recreational Activity.

Full Name of Participant _____ Date of Birth _____

Address _____ Phone No. _____

Emergency Contact Name _____ Emergency Contact No. _____

Signature of Participant **SIGN HERE** _____ Date _____

Minors (under 18 years of age) – Parent or guardian must sign this liability waiver agreement. Parent or guardian must ensure all minors are under their care AT ALL TIMES and ensure that the minors comply with these rules and regulations.

Or Name of Parent/Guardian _____

Signature of Parent/Guardian **SIGN HERE** _____ Date _____

Please indicate which track you are riding: Mini Moto World Intermediate/Main Track



RULES AND REGULATIONS

THESE RULES AND REGULATIONS ARE TO BE FOLLOWED AT ALL TIMES.

1. All riders must register, sign an indemnity form and receive track information before being able to ride or access the facilities. All signs and notices at Ride Park must be observed at all times.
2. All riders under the age of 18 years must be accompanied by a parent or adult guardian. The parent or adult guardian must sign the indemnity form for the minor/s and take full responsibility for them.
3. In the event of an emergency an ambulance will be called and the rider (or parent/guardian for minor/s) will bear all associated costs.
4. No persons, other than Ride Park officials, are permitted to enter the track area unless prior arrangements have been made with staff for the purpose of training or rider assistance/photography. High visibility vests must be worn by anyone on the track area and they must not cross the track at any time.
5. Riders will not be permitted to ride without proper safety gear i.e. National Standards approved helmet, goggles, gloves, long sleeved top, long trousers and suitable footwear (e.g. motocross type boot that overlaps trousers). No runners or other non-protective footwear allowed. Riding gear must be undamaged and appropriately buckled/secured as per manufacturers instruction/design.
6. All riders must ride at walking pace only within the car park area.
7. The tracks must be ridden in one direction as marked only with no stopping or cutting of the track at any time.
8. Riders are responsible for familiarising themselves with all tracks they choose to ride including performing rolling sight laps.
9. Riders must enter and exit the tracks at designated points and must give way to riders already on the track.
10. For main track only, a flag/lighting system will be used to control bike flow
 - Yellow Light/Yellow Flag – slow down, no jumping or overtaking
 - Red Light/Red Flag – exit the track immediately and safely
11. All riders must obey track marshal instructions at all times.
12. Riders are responsible for the mechanical standard of their motorcycle.
13. Abusive behaviour, reckless or dangerous riding will not be tolerated at Ride Park.
14. Alcohol and illegal drugs are prohibited at Ride Park.
15. The gazetted hours of operation must be observed.
16. Ride Park officials have sole control regarding: areas of riding, allocation of times, closure of track, any matters that may arise that are not covered by the Rules & Regulations.
17. Smoking is prohibited in the pit area
18. Naked flames are not permitted within 3 meters of the pit area.
19. In the interest of safety, pets are not permitted anywhere within the track/pit area.
20. No dinking or pillion passengers.
21. Any person/s who do not obey the rules and regulations of Ride Park may be asked to leave the premises.