

LIABILITY WAIVER AGREEMENT

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 acknowledge the onus of presenting a safe machine remains my sole responsibility throughout the duration of the recreational activity and I may be declined permission to participate should my machine be deemed unsafe.
8. I acknowledge that it is my personal responsibility to wear appropriate riding attire at all times throughout the duration of the recreational activity.

Parent / Guardian Declaration 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 Club, Motorcycling WA, Motorcycling Australia, Promoter or Entity Providing Trail Pass Day

"Recreational Activity" means trail pass day **"Recreational Services"** means the organisation of and delivery of the Recreational Activity.

Participant _____

Participant Signature _____

or signature of Parent/Guardian _____

Signature of Witness _____

Name of Witness _____

Address of Witness _____

Date _____

MA Licence Number if applicable: _____ **Expiry:** _____

Email Address _____

Emergency Contact _____

Emergency Contact Number _____