

# INDEMNITY

## MOTORCYCLING NEW SOUTH WALES INC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Warning! This is an important document which affects your legal rights and obligations, read it carefully, do not sign it unless you are satisfied that you understand it.**

IN CONSIDERATION of being permitted to compete, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorisation, credentials, or permission to enter or any are to which admission by the general public is restricted or prohibited), EACH OR THE UNDERSIGNED, for himself his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, bike owners, riders, pit crews, rescue personnel, any persons in RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees or premises used to conduct the EVENT(s), premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and personal representatives, assigns, heirs, and next of kin FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON THE EVENTS ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE
3. HEREBY AGREES TO INDEMNITY AND SAVE AND HOLD HARMLESS the releasees and each of the FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY OF ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that the ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all aspects by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province of State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY releases and agrees to waive my confidentiality rights during a race meeting where the medical services are required to give to any official, details or my injury(s) for the purpose of reporting to higher authorities and insurance companies. I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducements, assurance or guarantee made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

### **THIRD PARTY INDEMNITY WHERE ENTRANT IS UNDER 18 YEARS OF AGE**

I/WE \_\_\_\_\_ being the parents/guardians of the above names rider (hereinafter called the "Entrant") DO HEREBY ACKNOWLEDGE:

- That I/we have read the whole of this document and understand it;
- That I/we consent to the entrant participating in the race meeting;
- That I/we are aware of the risks, dangers and obligations set out in the above Release.

IN CONSIDERATION of the entrant being accepted as an entrant in the race meeting I/WE DO HEREBY INDEMNIFY the organisers in the same manner and to the same effect as if I/WE were the entrant.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_