

# Release, Indemnity and Vehicle Use



## MOTOADV

ABN: 70 641 373 033

RIDER/Participant:	Date of Birth:	
Street Address:	Emergency Contact Name:	
Suburb:	Emergency Contact Phone:	
State/Postcode:	Licence No:	
Email:	Expiry:	
Mobile:	State of Issue:	
Home:	Sighted:	Yes/ No (OFFICE USE)

### MOTOADV Activity: Experience 2023 ("the Activity")

- 1) The Participant warrants to MOTOADV that he or she:
  - a) is over 18 years of age; and
  - b) holds a valid Australian motorcycle driver licence and
  - c) has participated in and understood the vehicle operating briefing prior to tour departure

In the event that MOTOADV discovers at any time that the above warranty is untrue or inaccurate in any way, MOTOADV may prevent the Participant from taking part in the MOTOADV Activity or may discontinue the Participant's participation in the Activity.

- 2) The Participant acknowledges and agrees that participation in the MOTOADV Activity is inherently dangerous and that accidents may occur that may cause serious injury. The Participant acknowledges that it has of its own free will chose to participate in the MOTOADV Activity and warrants that he or she does not suffer from any medical condition that may adversely affect the Participant's safe participation in the MOTOADV Activity or jeopardise the safety of others.
- 3) The Participant agrees that he/she have disclosed any injuries, disabilities, diseases or ailments or other health concerns which may affect their safe participation or ability to safely take part in the MOTOADV Activity. The Participant agrees to immediately notify MOTOADV on the occurrence of any changes to their health or any development of any health concerns. The Participant also agrees to abide by any decision MOTOADV may make in relation to continued participation or non-participation in the Activity.
- 4) The Participant will strictly comply with all operational directions and instructions of MOTOADV (and their respective appointed representatives) at all times before, during and after the MOTOADV Activity.
- 5) The Participant hereby acknowledges and agrees that he or she is fully aware of, and accepts any and all risks that may be involved in or may arise from participation in the MOTOADV Activity and:
  - a) releases and forever discharges MOTOADV, its directors, officers, servants and agents or any of them; and
  - b) indemnifies and holds MOTOADV, its directors, officers, servants and agents or any of them harmless,

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against all actions, proceedings, claims, demands, losses, damages, expenses, costs (including legal costs), injuries (including bodily injuries), psychological trauma, death, and any other liability or harm suffered or incurred by the Participant arising out of or resulting from the Participant's participation in the MOTOADV Activity.

- 6) The Participant indemnifies and holds MOTOADV, its directors, officers, servants and agents or any of them harmless against all claims, actions or proceedings that may be brought in respect of the death or serious bodily injury to any third parties and all other claims, actions, proceedings, losses, costs, expenses, damages, and any other liabilities that may be suffered or incurred by MOTOADV that arise directly or indirectly from:
  - a) the Participant participating in and/or being present at the MOTOADV Activity; and
  - b) the Participant's riding of any vehicles in breach of the "Vehicle Use Terms" set out below.
- 7) The Participant shall immediately inform MOTOADV of any damage or injury to persons or property caused by participating in the MOTOADV Activity and shall provide all necessary assistance to MOTOADV in respect thereof, including by completing such claim forms, executing such documents and testifying in such suits and actions in connection with such matters as may be requested by MOTOADV.
- 8) The Participant acknowledges that MOTOADV has the absolute discretion to prevent the Participant from taking part in, or discontinuing the Participant's participation in, the MOTOADV Activity where MOTOADV or its representatives have formed the view (in their absolute discretion) that the Participant is in breach of any applicable laws, is under the influence of alcohol or any drugs (being recreational drugs or other drugs that may adversely affect driving ability) or would otherwise constitute a hazard to any person or property including the Participant themselves. **In this regard the Participant warrants that he/she has not consumed any alcohol in the 10 hour period immediately prior to and will not during the MOTOADV Activity be under the influence of alcohol or any drugs being recreational drugs or other drugs that may adversely affect driving their ability).**
- 9) The Participant agrees that this Release and Indemnity shall be governed by the laws of Tasmania, Australia. It is intended to be as broad and inclusive as is permitted by the laws of the Tasmania/Australia. If any provision of this Release and Indemnity is held or found to be invalid or otherwise unenforceable, then such invalidity or enforceability shall not affect the validity or enforceability of any other provision, or part of a provision, of this Release and Indemnity.
- 10) The Participant consents to participate in the MOTOADV Activity on the terms contained herein and declares that he or she has read and understood this document (including the "Vehicle Use Terms" below). The Participant agrees that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.
- 11) The Participant consent to MOTOADV using their name, likeness, image and/or voice in the MOTOADV Activity (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this event and/or future events of a similar nature.

## VEHICLE USE TERMS:

- 1) The Participant acknowledges and agrees that it may ride several vehicles ("the Vehicles") whilst participating in the MOTOADV Activity and that unless the Participant notifies an authorised MOTOADV representative to the contrary prior to obtaining possession of such Vehicles, the Participant shall be deemed to have accepted that the Vehicles were provided to the Participant in an undamaged condition. The Participant agrees to return the Vehicles in the same standard of condition as they were in when they came into the Participant's possession. The Participant will not wilfully or maliciously damage the Vehicles in any way.
- 2) The Participant may only use the Vehicles for the purposes of the MOTOADV Activity and cannot remove the Vehicles from the premises/areas where the MOTOADV Activity is being conducted without the prior written authorisation of MOTOADV.
- 3) The participant is financially responsible and liable for all and any damages to the MOTOADV vehicle and agrees to immediately pay to MOTOADV the cost of any damages or insurance excess payments in excess of any security deposit already paid.
- 4) The Participant will at all times following the Tour Lead Vehicle and will operate the vehicle within the laws and road rules of Tasmania/Australia.

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- 5) MOTOADV may terminate the Participant's use of and repossess the Vehicles if it considers that the terms set out herein are being breached.
- 6) The Participant must at all times observe and comply with the applicable rules and regulations which govern the MOTOADV Activity and must also comply with any and all directions given by MOTOADV or its instructors during the MOTOADV Activity.
- 7) Smoking is not permitted in the Vehicles.
- 8) The Participant will not carry in the Vehicles, or allow to be carried in the Vehicles, any dangerous goods.
- 9) The Participant will not allow the number of passengers in the Vehicles to at any time exceed the number which the Vehicles were designed, registered or licensed to carry.
- 10) The Participant will ensure that the Vehicles are not used in a film or video production that is not expressly authorised by FRA.

Participant's Name

Participant's Signature

Date (day/month/year)