

BOOKING FORM

For Bookings to be accepted both booking form and agreement must be filled in and returned to the above address.
 You must have medical insurance with ambulance cover.

TOUR			
Tour		Date	

RIDER DETAILS			
Name			
Address			
Town		State	
D.O.B		Phone	Mob
Email			

NEXT OF KIN			
Name			
Address			
Town		State	
Phone		Mob	

MEDICAL HISTORY			
Insured by		Policy No.	
Illnesses			
Injuries			
Medication			

DETAILS OF THE BIKE YOU WILL BE RIDING			
Make Model		Year	
Rego No.		Licence No.	

PAYMENT DETAILS							
Full Payment		Deposit		Cheque		Money Order	

All Cheques/Money Orders to be payable to The Trailrider Pty Ltd.

➔ **Bookings must be made 30 days prior to ride and full payment must be received 14 days prior to ride date.**

I have read all three pages of the booking form which includes the agreement and fully understand.

 Signature

You must read, sign and send this document and deposit to us at least seven (7) days prior to your booking

RELEASE AND INDEMNITY AGREEMENT

USE OF TRAIL BIKES IS DANGEROUS

TRAILRIDERS requires you to enter into this agreement before it will confirm your booking.

By signing and returning this document to Trailriders you acknowledge having read it and understand that you are entering into a contract with Trailriders relating to all matters of and incidental to your booking and your accommodation (called the Agreement).

1. Definitions

Trailriders means the company, The Trailriders Pty Ltd, and all directors, office bearers, servants, agents, employees and any other entity or body of persons whether or not incorporated and whether or not being a separate legal entity under the control or direction of the company together with its successors in law.

Cedar Pines means the Cedar Pines Caravan Park and any proprietor, occupier, manager, employee, servant, agent or other person under its control or direction.

Facilitator means Trailriders, Cedar Pines and any volunteer, promoter, sponsor, contractor, guest or other person related in any way to the provision of services for Trailriders or Cedar Pines.

Motorcycle means a motorcycle within the meaning of the Road Transport Legislation applying within the state of New South Wales and registered by the Roads and Traffic Authority (**RTA**) for use by you within that state.

Riding Area means any area used by you or contemplated by Trailriders, Cedar Pines or any Facilitator under your booking and this Agreement in or about the use of a motorcycle and including private and public roads and natural terrains, fauna habitats, water courses, trails, forests, vegetation, obstacles and any thing or object (not limited to fences, roadside indicators, bridges and other structures) whether naturally occurring or man made, within or proximate to that area.

Trailriders Tour means any activity contemplated by any booking with Trailriders for the operation of or participation in the use of any Motorcycle including but not limited to practise, repair, instruction, riding, pillion passengering or any matter of and incidental thereto commencing from arrival at Cedar Pines and terminating upon departure from Cedar Pines at the conclusion of your booking.

2. Acknowledgments

I acknowledge each and all of the following:

- 2.1 By making this booking with Trailriders I am aware that the activities that I intend to undertake are inherently dangerous and that there is a high risk of personal injury to myself and any other person conveyed on my Motorcycle together with a high risk of property damage to my Motorcycle and the property of others.
- 2.2 That I am not bound to perform any activity suggested by Trailriders or any Facilitator and by participating in any activity by reason of my booking I have done so by personal choice and by voluntarily assuming the risk of those activities.
- 2.3 That I may suffer personal injury and property damage or may cause such loss or damage to others for whom I will be responsible.
- 2.4 That it is a condition of my booking I will not consume alcohol nor any drug which will, or might be likely to, adversely affect my ability to control and use the Motorcycle during the Trailriders Tour.
- 2.5 That prior to commencing any Trailriders Tour I will be required to attend a safety induction meeting on the morning of the Tour.

3. Warranties

I warrant and represent to Trailriders (and Trailriders enters into this Agreement based on such warranties and representations) that:

- 3.1 I have full legal capacity and the power to enter into this Agreement and by signing this document and carrying out any of the activities contemplated by it I will not be in contravention of any law to which I or my Motorcycle or any of my property may be subject.
- 3.2 I do not rely on any other document, promise, statement or representation made to me by Trailriders, Cedar Pines or any Facilitator other than may be expressly set out in this Agreement.
- 3.3 At all times:
 - 3.3.1 the Motorcycle that I will use in the Riding Area is currently registered within the state of New South Wales;
 - 3.3.2 I hold a current Motorcycle Licence for the state of New South Wales with the RTA;
 - 3.3.3 I have attained the age of 18 years;
 - 3.3.4 the Motorcycle is mechanically sound and has been regularly serviced;
 - 3.3.5 I hold Private Health Insurance for myself and any person booked with me, including Ambulance Cover;
 - 3.3.6 I have previously ridden my Motorcycle on both public and private roads and have engaged in off road motorcycle activities; and
 - 3.3.7 I am not suffering from any medical condition latent or patent which will or may adversely affect my ability to use and otherwise control the Motorcycle at any time.
- 3.4 All other conditions and warranties expressed or implied, including those implied by any statute, are excluded to the fullest extent permissible by law.

4. Releases and Indemnities

- 4.1 To the extent permitted by law I unconditionally and irrevocably release Trailriders, Cedar Pines and the Facilitators from and against all or any liability including any loss, damage, cost, expense (whether to myself, to any other person or to any property) caused in consequence of any breach or default or any negligent act or omission arising in any way out of the Trailriders Tour or any matter of and incidental to the Trailriders Tour.
- 4.2 I release Trailriders, Cedar Pines and the Facilitators from and against all or any liability (whether latent or patent) for any act or omission or any breach or default and in the event that the release given by me is not effective at law for any reason then any loss or damage shall be limited to the lesser amount of my actual and direct loss or any amount paid by me to Trailriders under this booking and in no circumstances shall I hold Trailriders, Cedar Pines or any Facilitator liable for any consequential loss or damage however arising.
- 4.3 I indemnify and shall keep indemnified, (to the extent permitted by law) Trailriders, Cedar Pines and the Facilitators from and against all or any liability (whether actual or contingent) claimed or otherwise incurred by any of you in connection with any matter or thing expressed or implied under this Agreement and I acknowledge that the benefit of this indemnity shall not merge by reason of the conclusion of my Trailriders Tour.
- 4.4 In addition to any release and/or indemnity given by me under this Agreement I acknowledge that Trailriders is required to indemnify and keep indemnified various government and semi-governmental persons and agents including but not limited to Crown Lands (Department of Lands) State Forests of NSW and the National Parks and Wildlife Service (NSW) together with the NSW Minister for the Environment, the Director General for the Department of Environment and Conservation (NSW) and all employee, servants and agents thereof from and against all or any claim, loss, damage, cost, expense or liability whether latent or patent incurred by Trailriders, Cedar Pines or any Facilitator or for any other claim, demand, action, proceeding or judgment made against them however arising and whether present or future, fixed or unascertained, actual or contingent (**Government Agency Indemnity**) and I indemnify and shall keep indemnified Trailriders, Cedar Pines and any Facilitator from and against all or any liability however arising under any such Government Agency Indemnity.

5. Relevant Law

This Agreement shall be governed by and interpreted by the laws in force in the State of New South Wales and the parties submit to the jurisdiction of the courts in the State and not otherwise.

I (Full name) _____ of (Address) _____

Acknowledge that I have made the above representations and given the releases and indemnities expressed and have entered into this Agreement after I have read and understood all of the above terms.

Name (Please print)

Signature

Date

Please return this signed Agreement together with your Booking Form and Deposit