Permitting Body:
Location:
Postal:

P: Permitting Body Phone Number

Waiver Agreement Recitals

A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
   a. If a rider, paying the Application Fee; and
   b. If a volunteer official volunteering to officiate at the Recreational Activity;
   c. If a member of the media, accepting the Provider's terms of media accreditation; and otherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.

B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.

C. The purposes of this contract include to:
   a. exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees 6) Each of the respective officers, employees,

compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
   b. provide a warning of the risks of engaging in the Recreational Activity (as defined below).

D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:

falling from your bike;
1. difficult terrain and obstacles;
2. hazardous and changeable track conditions;
3. rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
4. undisclosed medical conditions;
5. decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
6. heat, cold, wet or other adverse weather conditions;
7. contact with vehicles, other participants or members of the public who may or may not be acting safely;
8. lack of access to medical, evacuation or search services; or
9. design of the track.

Operative parts

1. In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant Excluding, restricting or modifying your rights:
   - That I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
   - I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. . I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
   - I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the Recreational Activity

Definitions

Application Fee means the fee payable by the Participant (as a rider) to participate in the Recreational Activity. Participant means the person signing this form and whose name appears next to Participant below.
Provider means those persons and entities listed in Annexure 1.
Recreational Activity means the event specified in Annexure 2.
Participant acknowledgements, consents and authorisations
i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.
iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.
vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.
The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.
Even if you sign this form, you may still have further legal rights against the supplier.
A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.
A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.
Agreement to exclude, restrict or modify your rights:
I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.
Definitions
1. **Recreational services** are services that consist of participation in:
- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. **Personal injury** is bodily injury and includes mental and nervous shock and death.
Further information:
Further information about your rights can be found at www.ocba.sa.gov.au

Additional Clauses for Victorian Events

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012
If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you
- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under ***section 22 of the Australian Consumer Law and Fair Trading Act 2012***, the exclusion of these statutory guarantees is brought to your attention by this form.
NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012

Additional Clauses for South Australian Events

Form 1-Recreational services-Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)
Your rights:
Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services1), there is:
- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights
Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).
If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury

Volunteer Worker Advice
As a Volunteer at this event, I confirm that;
I am not an employee of MA and do not intent creating an employment relationship with MA;
I choose to provide my services to MA voluntarily for reasons that are personal to me, and I am at liberty to withdraw my services at any time; and
Any fee or expense reimbursement that I receive is not related to hours worked or tasks performed

ANNEXURE 1
1) Federation Internationale de Motocyclisme
2) Motorcycling Australia Ltd
3) (Permitting State)
4) (Promoter/Event Organiser Here)
5) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
6) Each of the respective officers, employees**,** servants, agents, sponsors, successors and assignees of each of the above

ANNEXURE 2:
DATE: / /
Permit Number

Participant Sign On Sheet

Participant Declaration

I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THE PARTICIPATION DECLARATION OPPOSITE (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.
***I acknowledge that it is my responsibility to only participate if I am fit and able to do so, and if my machine and riding apparel are fit for purpose.**
***I the undersigned acknowledge that I am responsible for the cost of an ambulance should my membership not be current.**

Permit Number		Date	
Location			
Promoter/Club			
Phone Number			

	Name	Signature	Date of Birth	M/F	Phone Number	Name of Emergency Contact	Emergency Contact Number	RPA Levy	PA Insurance (Optional)	Total Amount Paid (Levy + Insurance)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										