Sunshine Coast Motorcycle Hire and Tours

Participant Waiver and Release

WARNING

This is an important legal document which affects your legal rights. You must read it carefully and you must not sign it unless you are satisfied that you understand it. If you are under 18 years of age, a parent or legal guardian must also sign this Participant Waiver and Release.

PARTICIPANT			
First name		**Last name**	
Street		**Suburb**	
State		**Postcode**	
Email		**Phone**	
Date of birth		**Age**	

1. Agreement

This Participant Waiver and Release is made between 1E Group Pty Ltd ATF Garth Taylor Family Trust trading as Sunshine Coast Motorcycle Hire and Tours ABN 46 008 068 533 (**Sunshine Coast Motorcycle Hire and Tours)** .and the Participant whose name appears above (**Participant**) and (where applicable) the Parent/Guardian of the Participant whose name appears on the Consent and Declaration for minors.

2. Activities

I acknowledge that the Activities referred to in this Participant Waiver and Release and which apply to it, is each of the Activities below marked ☒. I further acknowledge that I have been informed that:

(a) if I do not accept any or all of these Activities as marked I must not sign this document; and

(b) my signature below constitutes my acceptance of the Activities on the terms and conditions of this Participant Waiver and Release.

☑ MOTORCYCLE PILLION PASSENGER
City streets, country roads.

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3. Location of Activities Sunshine Coast and surrounds, Queensland.

4. Express Voluntary Assumption of Risk

For the purposes of section 139A of the *Competition and Consumer Act 2010 (Cth)* and the *Civil Liability Act 2003* (Qld*)* I acknowledge that the Activities I am to undertake are potentially dangerous activities involving a real and obvious risk to my health and safety. I voluntarily accept and assume the risk and responsibility resulting from my participation in the Activities and the potential risks that may include:

(a) death;

(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

(c) the contraction, aggravation or acceleration of a disease; or

(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(i) that is or may be harmful or disadvantageous to me or the community; or

(ii) that may result in harm or disadvantage to me or the community.

5. Physical and Mental Fitness

I acknowledge:

(a) I am physically able and mentally capable of participating in the Activities and I do not have any pre-existing medical, physical or mental conditions which would prevent me from participating;

(b) I have not been advised by any medical practitioner that I should not do so;

(c) if requested, I have supplied a Fitness to Participate Form completed by my treating medical practitioner;

(d) it is my responsibility to inform Sunshine Coast Motorcycle Hire and Tours of any:

(i) medical, physical or mental conditions;

(ii) allergies;

(iii) medications; and

(iv) emergency contact details.

6. Liability, Release and Indemnity

By signing this Participant Waiver and Release:

(a) I acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)) and section 19 of the *Civil Liability Act 2003* (Qld*)*, my rights to sue Sunshine Coast Motorcycle Hire and Tours in relation to the Activities, are excluded or alternatively limited to a refund of the cost of the Activities;

(b) I release Sunshine Coast Motorcycle Hire and Tours and its directors, employees and contractors associated directly or indirectly with the Activities from:

(i) all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, in so far as the Activities results in my death or injury, but not including significant personal or mental injury caused or contributed to by the reckless conduct of Sunshine Coast Motorcycle Hire and Tours ; and

(ii) all claims, demands and proceedings arising out of my participation and to the maximum extent permitted by law I hereby indemnify them against all liability (including liability for negligence and the negligence of others) for all physical or mental injury, loss or damage arising out of or connected with my participation in the activities, including without limitation those arising under statute, tort, contract, common law or equity.

(c) I acknowledge that I do not have to agree to exclude, restrict or modify or waive my rights against, or release, Sunshine Coast Motorcycle Hire and Tours , however Sunshine Coast Motorcycle Hire and Tours may refuse to allow me to participate in the Activities.

(d) I further acknowledge that this Participant Waiver and Release may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

7. Consent to medical treatment

I consent to receive emergency medical treatment and transportation which may be deemed necessary by health professionals in the event of injury, accident or illness during or as a consequence of the Activities and I agree to accept full financial responsibility for the cost of all medical and related expenses including transportation

8. Relevant law

I acknowledge that this Participant Waiver and Release is governed by the laws of the Commonwealth of Australia and the State of Queensland.

I confirm that I have read, understood and agree to this Participant Waiver and Release and acknowledge that I am aware that it affects my legal rights.

Full name: _____

Signature: _____

Date: _____

Consent and declaration for minors

For Participants under the age of 18 years the following parent/guardian consent and declaration must be completed.

I, _____ of _____ being the parent or guardian of the Participant named in this Participant Waiver and Release and who is a minor, hereby acknowledge and agree:

1 I have read the whole of this Participant Waiver and Release and understand it;

2 I confirm the Participant named in this Participant Waiver and Release is capable of participating in the Activities;

3 I have explained the contents of this Participant Waiver and Release to the Participant named in this Participant Waiver and Release;

4 I confirm:

(a) the Participant named in this Participant Waiver and Release is physically fit to participate in the Activities and does not have any pre-existing medical or physical conditions which would prevent them from participating; and

(b) I have not been advised by any medical practitioner that the Participant named in this Participant Waiver and Release should not participate in any of the Activities;

(c) I have supplied a Participant Assessment of the Participant, completed by the Participant's treating medical practitioner;

(d) it is my responsibility to inform Sunshine Coast Motorcycle Hire and Tours of:

(i) any medical conditions, allergies, medications suffered by the Participant named in this Participant Waiver and Release; and

(ii) my emergency contact details.

5 I consent voluntarily to the Participant named in this Participant Waiver and Release participating in the Activities; and

6 I consent to the Participant named in this Participant Waiver and Release receiving emergency medical treatment and transportation which may be deemed necessary by health professionals in the event of injury, accident or illness during or as a consequence of the Activities and I will accept full financial responsibility for the cost of all medical and related expenses including transportation

Signature of parent/guardian: _____

Date: _____

Witness: _____

Name of Participant: _____