

CAPTERTREE CHALLENGE

INDEMNITY & RELEASE FORM

THIS IS AN IMPORTANT LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.

- 1. This document cannot be amended.** If I do amend it my application will be null and void.
- 2. Your signature on this form is your acknowledgement of the acceptance of the rules of the Activity and the conditions set below.**

I (insert full name) _____ of
address _____

hereby agree with the event organisations, persons and corporate bodies (hereafter collectively called "the Organiser") that I am by this agreement entitled to participate in the Capertree Challenge on the terms and conditions set out in both this document and the separate document entitled " Terms and Conditions".

3. Acknowledgement of risk, dangers and obligations

I know that bicycle riding is a potentially hazardous activity and that I participate in the Capertree Challenge out of my free will and choice. I also acknowledge that by participating in the Capertree Challenge I take and am exposed to certain risk and dangers and am under certain obligations as follows:

- a) that I may be injured, physically or mentally, and may be killed;
- b) that my machinery or equipment may be damaged, lost or destroyed;
- c) that other participants may ride dangerously or with a lack of skill;
- d) that road or event conditions may be hazardous and may vary without warning or predictability;
- e) that Organisers, officials, volunteers, land/owners and any other agents or representatives of those in charge of the event are frequently obliged to make decisions under pressure of time/or events;
- f) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
- g) that there may be no or inadequate facilities for treatment or transport for me if I am injured;
- h) that I have an obligation to myself and to others to participate safely and within the terms and conditions of the event.

In choosing to participate in the Capertree Challenge, I fully assume all risks, whether before, during, or after the Capertree Challenge and any related events. These include, without limitation, physical injury, mental injury, emotional distress, trauma, illness, death, contact with other participants, motorcycle failure, equipment failure, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collisions with other riders or fixed objects, road conditions, camping, and participating in events along the route. All risks are known and appreciated by me. I waive any and all specific notice of the existence of risks. I consent to receiving any medical treatment that the event Organisers or their authorized representatives consider necessary or desirable during or after the event. I shall assume and pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorise such expenses.

- 4. Fitness to participate:** I declare that I am and must continue to be medically and physically fit to be able to participate in the event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the organisers in writing of any change to my fitness and ability to participate. I understand and accept that the organisers will continue to rely upon this declaration as evidence of my ability to participate.
- 5. Privacy:** I understand that the information I have provided is necessary for the conduct of the event and for the objectives of the Organisers. I acknowledge and agree that the information will only be used by the Organisers to facilitate the conduct of the event, and other events conducted by the organisers. I understand that I will be able to access my information through the Organisers. If the information is not provided my entry application may be rejected. I may advise the Organisers if I do not wish to receive from the Organiser or any of their sponsors or third parties' promotional material.

INDEMNITY & RELEASE FORM - CONTINUED

6. Indemnity given to Organisers

In consideration of the acceptance of me as a participant in the Capertree Challenge and related events, I **AGREE TO INDEMNIFY** the Organisers and each of them in the following manner:

- a) that I participate in the event at my sole risk and responsibility;
- b) that I accept the roads conditions, routes and venues as they stand with all or any defects hidden or exposed;
- c) that I indemnify and hold blameless the organisers, their companies, directors, respective servants, the owners and occupiers of land used in the event, event sponsors, event agents or officials against any actions or claims which may be made by me or to my machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

In knowing these facts and having read and understood the separate document entitled "Terms and Conditions" for the event, and in consideration of my acceptance, admission, and or participation in the Capertree Challenge and related events, I for myself and anyone acting on my behalf, release, waive, discharge covenant not to sue, and agree to hold the Organisers, its companies, directors, respective servants, sponsors, the owners of land used in the event, heirs and executors harmless from all claims, demands, and actions of any and every kind I have, may have, or hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my participating in the Capertree Challenge or its related events. My waiver and release of all claims, demands, actions, and liability shall include without limitation any injury damage or loss to my person or property which may be sustained by me before, during or after the Capertree Challenge and its related events. I further agree to indemnify and hold all parties mentioned above released and harmless from any and all losses, damages, claims and expenses including legal fees arising from or relating in any respect to my participation in this event and agree that this indemnity may be pleaded as a complete defence to any legal proceedings or any right the participant may claim against the Organisers, its companies, directors, respective servants, agents or occupier of land used in the proceedings.

I have read, understood, acknowledge and agree to the above declaration including risks, exclusion of liability, release and indemnity, and fully understand and accept these terms.

Sign name here: _____

Print Name here: _____

Print date here: _____