



7. The Applicant/Guardian acknowledges and confirms that: -
  - (a) The motorcycle used by the Applicant is in a roadworthy and safe condition;
  - (b) The Applicant will wear all reasonable and proper safety equipment and safety apparel;
  - (c) The Applicant is physically and mentally skilled to partake in the event;
  - (d) The Applicant/Guardian has read this document and accepts its terms and conditions.
  - (e) The Applicant/Guardian has read the Policy Sheet document and has understood, adhered to and accepts all terms and conditions contained therein.
8. The Applicant promises and undertakes to follow all rules, conditions, directions and signs given or shown to him/her at the event by persons referred to in 5 & 6 above and acknowledges that breach of same entitles Motorcycling Events Group Australia trading as California Superbike School to exclude the Applicant from this and/or future events.
9. The Applicant/Guardian accepts the use of all equipment furnished to the Applicant by the Motorcycling Events Group Australia trading as California Superbike School "as is," with any defects, whether apparent or not. The Applicant releases Motorcycling Events Group Australia trading as California Superbike School and all persons described in 5 & 6 above from any strict or product liability for the Applicant's injury or death or property damage to whomsoever caused.
10. In addition, by signing this agreement and participating in the activities as student/ride day participant of the Motorcycling Events Group Australia trading as California Superbike School, the Applicant/Guardian acknowledges that the Applicant is prepared to take the Applicant's chances of injury, death or property damage, and assume the risk that the Applicant may be injured or killed while participating in the school or ride day activities.
11. The Applicant/Guardian further acknowledges that the Applicant is accepted to partake in the event on the condition that the Applicant drives/rides safely and does not risk any person or property unnecessarily.
12. The Applicant/Guardian hereby releases and indemnifies Motorcycling Events Group Australia trading as California Superbike School and all persons referred to in 5 & 6 above from any claims or liability for death, personal injury or property damage howsoever caused, as a condition of acceptance to partake in the event.
13. Notwithstanding the provisions of the Privacy Act or any other Legislation the Applicant/Guardian hereby authorises and directs Motorcycling Events Group Australia trading as California Superbike School to provide all information known to Motorcycling Events Group Australia trading as California Superbike School about the applicant including a copy of this form, accident reports, statements and any other documentation in possession or available to Motorcycling Events Group Australia trading as California Superbike School or any persons referred to in clauses 5 or 6 above to any interested person.
14. The Applicant/Guardian further acknowledges that entry to the event is conditional on payment of financial or other consideration as agreed between the Applicant/Guardian and Motorcycling Events Group Australia trading as California Superbike School and in case of financial consideration the details are shown in an account/receipt provided/to be provided to the Applicant/Guardian by Motorcycling Events Group Australia trading as California Superbike School.
15. Because laws regarding negligence and liability are different from state to state and country to country, the Applicant/Guardian understands and agrees that any legal action involving this release, or it's effect, shall be governed by the laws of the State of New South Wales, regardless of the place of injury, death or damage, or the location of any court in which such action is brought.
16. The Applicant/Guardian knows that the Applicant/Guardian must sign this contract before the Applicant may participate in any of the activities of the Motorcycling Events Group Australia trading as California Superbike School at above or elsewhere. The Applicant/Guardian is hereby informed that if the Applicant does not wish to sign this agreement, and therefore not participate in the school/ ride day activities, the Applicant is entitled to a full refund of any tuition or fees which the Applicant has paid, less a \$25.00 processing charge. Any Applicant/Guardian who exercises this right will be unable to book any further events with Motorcycling Events Group Australia.
17. IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorisations, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for herself/himself, her/his personal representatives, heirs and next of kin agree to be bound by this Agreement.

This document was signed freely and voluntarily relating to the school/ride day to be held as above.

Applicant's Signature

Signature of parent or guardian if under 18

Witness' Signature

Witness' Name (please print)

Dated at: \_\_\_\_\_ this: \_\_\_\_\_ day of : \_\_\_\_\_ 20 \_\_\_\_\_  
 (location) (date) (month) (year)

