

GLEN ECHO DIRT BIKE AND CAMPING PARK

ENTRY FORM

Indemnity & Conditions

WARNING!

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

1. CONTRACT TO ENTER and/or PARTICIPATE IN THE SPORT and/or HOBBY OF MOTORCYCLE and/or ATV RIDING and/or ANY OTHER ACTIVITY AT THE VENUE LISTED AT SCHEDULE 2

I hereby agree with the persons whose names or description appear in Schedule 1 (hereafter called “the organisers”) that I am by this agreement entitled to participate in motorcycle/camping/recreational activity at the venue listed at Schedule 2 (hereinafter called “the venue”) on the terms and conditions set out on this document.

2. ACKNOWLEDGMENT OF RISKS, DANGERS AND OBLIGATIONS.

I acknowledge that motorcycle/ATV riding is dangerous and that by being present at the venue, regardless of whether or not I ride a motorcycle/ATV, I take and I am exposed to certain risks and dangers and I am under certain obligations as follows;

- that I may be injured, physically or mentally, and I may be killed;
- that my machinery or equipment may be damaged, lost or destroyed;
- that others riders may ride dangerously or with lack of skill;
- that track or trail or venue conditions may be hazardous and may vary without warning or predictability;
- that the organisers or their agents or representatives or those in charge are frequently obliged to make decisions under pressure of time or events;
- that any policy of insurance for or in respect of my life or physical or mental health may be voided;
- that there may be inadequate or no facilities for treatment or transport of me if I am injured;
- that I have an obligation to myself and others act safely and within the rules of the venue.

3. INDEMNITY GIVEN TO THE ORGANISERS AS LISTED IN SCHEDULE 1.1 AND 1.2 AND 1.3.

As a visitor to the venue I AGREE TO INDEMNIFY the organisers and each of them in the following manner;

- that I enter the venue and participate in any activity whatsoever at my sole risk and responsibility;
- that I accept the venue as it stands with all or any defects hidden or exposed;

that I indemnify and hold harmless the organisers their agents and representatives against any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of my death or any injury loss or damage caused to me or my machinery or equipment whether caused by negligence, breach of contract or by any other manner whatsoever.

4. RELEASE GIVEN TO THE ORGANISERS AS LISTED IN SCHEDULE 1.1 AND 1.2 AND 1.3.

As a visitor to the venue, I hereby forever release, the organisers and each of them, and their agents and representatives from any liability or obligation owed to me, and any claim which may be made by me or on my behalf or by other parties in any way relating to or arising out of my death or any injury, loss or damage caused to me or any of my property, machinery or equipment, whether caused by negligence, breach of contract or any cause whatsoever.

5. MEDICAL

I declare that I am medically and physically fit and able to participate in motorcycle/ATV riding, camping and any recreational activity encountered at the venue. I acknowledge and agree that if required, the organisers may arrange medical or hospital treatment (including

ambulance transportation) for me. I authorise such actions being taken by the organisers and agree to meet all costs associated with such action. Should I receive medical advice or treatment at the venue or after at a medical centre regarding injury at the venue, I hereby consent to the relevant information being disclosed to the organisers in the interest of public safety at the venue.

6. PERSONS UNDER THE AGE OF 18 YEARS

I understand that persons under the age of eighteen years of age cannot legally sign this document.

As a Parent or Guardian of a person under the age of eighteen years, I accept that the conditions set out in the INDEMNITY & ACKNOWLEDGMENT of RISKS, DANGERS & OBLIGATIONS will apply absolutely and without dispute to those for whom I have signed.

I acknowledge that I am solely responsible for them.

I acknowledge that if I introduce or bring a minor onto the venue, or any minor under my control enters the venue or I sign this document as a parent or guardian of that minor, then I agree to indemnify and hold harmless the organisers, their agents and representatives against any action or claims which may be made by that minor or by any person on that minor's behalf for or in respect of or arising out of any death, injury, loss or damage caused to that minor or any property, machinery or equipment used by that minor or damaged by that minor, whether caused by negligence, breach of contract or by any other cause whatsoever.

SCHEDULES

Schedule 1

1. The Land Owner; Karen L Panetta.
2. Agents & Representatives; Any Relative of the Land Owner, Any Person or Persons Employed by the Land Owners, Any Person or Persons Voluntarily Assisting or helping in any way with the operation of the venue.
3. The Lessee; Glen Echo MX Pty. Ltd, any persons helping in any way with the operation of the venue or employed by the Lessee.

Schedule 2

The Venue; Lot 2 SP201772 Parish Miva situated at 1162 Glen Echo Road, Glen Echo. QLD
Also known as "Glen Echo Park".

IMPORTANT INFORMATION

For ALL Visitors

It is a Condition of Entry that ALL Visitors Names Appear on an INDEMNITY FORM

BEFORE Engaging in Any Activity at this Venue

Upon Signing the Indemnity You have Agreed to Section 2. (h)

"I have an obligation to myself and others to act safely and within the Rules of the Venue"

THE RULES of the VENUE

The Speed Limit in the Camping & Parking Area is 5 km/h

- RIDE ONLY ON MARKED TRACKS & TRAILS
- DO NOT RIDE ON GRASS OR CULTIVATED SOIL
- STAY ON THE TRACKS AND TRAILS
- DO NOT TAKE SHORT CUTS
- CAMPFIRE & CHAINSAW CONDITIONS APPLY...ASK AT OFFICE
- USE ONLY DRY FALLEN TIMBER
- **CUT DOWN A TREE AND YOU WILL BE ASKED TO LEAVE**
- RESPONSIBLE RIDING WITHIN CAMPSITES.
- NO RIDING ON ACCESS ROAD ADJACENT TO FLAT TRACK
- NO HELMET – NO RIDE – NO EXCUSES
- DISPLAY ENTRY STICKER ON FRONT OF BIKE
- CAMP NOISE CURFEW 10:00 PM TO 7:00 AM
- BIKE NOISE CURFEW 4:00 PM TO 8:00 AM
- NO BIKES OVER 125CC ON CHILDREN'S TRACK
- NO CHILDREN OVER 11 YEARS OLD ON CHILDREN'S TRACK
- NO BIKES AT SWIMMING DAM
- NO RIDING ON ROADS OUTSIDE PARK
- NO RIDING IN CAMPGROUND
- OBSERVE DIRECTIONAL SIGNS AT ALL TIMES
- CAMPFIRES IN ALLOCATED AREA ONLY
- NO GLASS OR CANS IN FIRE
- ALL SUITABLE RUBBISH IN BINS PROVIDED
- DO NOT PUT NAPPIES OR HUMAN WASTE FROM PORTABLE TOILETS ETC IN RUBBISH BINS!
- DO NOT PUT CHEMICALS, NAPPIES OR PLASTICS IN SEPTIC TOILETS. TAKE THEM HOME WITH YOU!
- IT IS THE RESPONSIBILITY OF THE PARENT or GUARDIAN of THOSE UNDER 18 THAT THEY UNDERSTAND THE RULES OF THE VENUE BEFORE RIDING AT THIS VENUE.

