

## DISCLAIMER

### Black Dog Ride Top End 2018

#### 1. Definitions

**"You"** means the person completing the online registration personally or on behalf of any other person (subject to paragraph R of these Terms);

**"Beneficiary"** means Black Dog Ride Australia Ltd;

**"Event"** means Black Dog Ride's Top End 2018 activity to be conducted by the Organisers in multiple locations across Australia from 9<sup>th</sup> August to 18<sup>th</sup> August 2018, as described on the Organisers website;

**"Harm"** means death, personal injury (including burns), psychological trauma, loss or damage (including property damage);

**"Organisers"** means Black Dog Ride Australia Ltd (ACN 167 278 944), its directors, officers, employees, agents, volunteers and contractors, together with the Beneficiary, and all public bodies, landholders, sponsors and suppliers in any way involved in the organisation or conduct of the Event;

**"Participant"** means a person participating in the Event as a driver or passenger of a motorcycle or other motor vehicle;

**"Road Rules"** means all:

- (1.a) statutes, regulations or by-laws of the Commonwealth of Australia, or any state or territory of the Commonwealth of Australia or a government agency; and
- (1.b) requirements and approvals (including conditions) of the Commonwealth of Australia or any state or territory of the Commonwealth of Australia or a government agency that have the force of law, governing the behaviour of road users; and

**"Terms"** means the terms and conditions of this disclaimer for entry into the Event.

#### 2. Registration

##### 2.1 Registration generally

- (1.a) By completing the online registration to participate in the Event You acknowledge that You have read the Terms and agree to be bound by them.
- (1.b) You warrant that the information You have provided to the Organisers is true and correct and that You will not use a false name or impersonate another person in the online registration or in relation to the Event generally.
- (1.c) You agree to sign this form and hand it to the Organisers of Black Dog Ride's Top End 2018 activity in their respective locations, but agree that You will be bound by these Terms even where the Organisers do not receive a form signed by You.

##### 2.2 Registration of another person

If You register another person to participate in the Event ("**Other Person**"), You:

- (2.a) certify that You are authorised to do so (including where that Other Person is under the age of 18 years, by the parent or guardian of that Other Person);
- (2.b) certify that the Other Person whom You are authorised to register has read, and agreed to be bound by, the Terms as if the Other Person were the person completing the online registration personally;

- (2.c) agree to print out, have the Other Person (or his or her parent or guardian where the Other Person is under the age of 18) sign and return this form to the Organisers at PO BOX 1191 BUSSELTON WA 6280 but You and the Other Person agree that You and the Other Person will be bound by these Terms even where the Organisers do not receive a form signed by You or the Other Person; and
- (2.d) grant an indemnity to the Organisers against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Organisers or which the Organisers may pay, sustain or incur as a direct or indirect result of any breach or non-performance of clauses certify that You are authorised to do so (including where that Other Person is under the age of 18 years, by the parent or guardian of that Other Person);, certify that the Other Person whom You are authorised to register has read, and agreed to be bound by, the Terms as if the Other Person were the person completing the online registration personally; and agree to print out, have the Other Person (or his or her parent or guardian where the Other Person is under the age of 18) sign and return this form to the Organisers at PO BOX 1191 BUSSELTON WA 6280 but You and the Other Person agree that You and the Other Person will be bound by these Terms even where the Organisers do not receive a form signed by You or the Other Person; and by You.

### 2.3 Registration of children

If, on the date of the Event, the Participant is under the age of 18 years:

- (3.a) a parent or guardian must complete the registration process (in the manner described in this clause Registration), including agreeing to be bound by these Terms, on the Participant's behalf; and
- (3.b) the Participant must be supervised during the Event by the parent or guardian referred to in the registration process

### 3. Release

In exchange for being able to participate in the Event, You agree:

- (1.a) to release the Organisers from all liability for Your Harm howsoever arising from Your participation in the Event, except to the extent prohibited by law;
- (1.b) that the Organisers do not make any warranty, implied or express that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purposes for which they are supplied, except to the extent prohibited by law; and
- (1.c) to attend and participate in the Event and any associated Activities at Your own risk.

### 4. Conduct

- (1.a) The Participant is responsible for ensuring that:
  - (1.a.i) he or she is in an appropriate physical and mental condition to participate in the Event including taking into account the Participant's level of health, fitness and fatigue;
  - (1.a.ii) he or she is present for the Event briefing at the start of the Event in which they are participating;
  - (1.a.iii) if he or she is going to drive a motorcycle during the Event, he or she holds a current motorcycle rider's licence of an Australian state or territory or a recognised current international rider's licence for the class of motorcycle which he or she rides in the Event and he or she has sufficient experience and is not under probation or subject to disqualification or suspension for any reason;
  - (1.a.iv) if he or she is going to drive a motor vehicle other than a motorcycle during the Event, he or she holds a current licence of an Australian state or territory or a recognised current international licence for the class of motor vehicle which he or she drives in the Event and he or she has sufficient experience and is not under probation or subject to disqualification or suspension for any reason;

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- (1.a.v) he or she does not drive or ride on a motorcycle or drive any other motor vehicle in the Event while under the influence of alcohol or drugs;
  - (1.a.vi) he or she complies with all Road Rules at all times;
  - (1.a.vii) if he or she rides a motorcycle during the Event, he or she is dressed appropriately for motor cycle riding including wearing a helmet that meets the requirements of the relevant Road Rules, motorcycle safety wear and enclosed shoes; and
  - (1.a.viii) any motorcycles, trailers or other motor vehicles which are used by the Participant during the Event are road worthy and have a current registration in a state or territory of Australia.
- (1.b)** The Participant acknowledges that:
- (1.b.i) the risks associated with attending or participating in the Event that the Participant may result in the Participant suffering Harm include:
    - (1.b.i.A) motor vehicles, motorcycles (or parts of them) colliding with other motor vehicles, motorcycles, persons, domestic animals, feral and or wild animals, or property;
    - (1.b.i.B) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event;
    - (1.b.i.C) the failure or unsuitability of Your motorcycle, motor vehicle or equipment during the Event;
    - (1.b.i.D) dangerous driving conditions caused by road surfaces, escape of domestic or wild animals, unsuitable public roads, lack of Event services or equipment to ensure the safety of persons or property during the Event;
    - (1.b.i.E) accidents (and resulting injuries) arising from exposure to inclement or extreme weather conditions; and
    - (1.b.i.F) accidents (and resulting injuries) caused by fatigue of the Participant or other Participants or road users.
  - (1.b.ii) motor cycle riding as a driver or passenger is dangerous and that accidents causing Harm can and do happen and may happen to You;
  - (1.b.iii) the risks associated with attending or participating in the Event that the Participant may suffer Harm as a result of are enhanced because You may be in remote locations that are far from medical facilities and have limited access to telecommunications services.
- (1.c)** The Participant agrees that it is their choice to participate in the Event on the day (either as a rider or a driver or passenger of a motor cycle or other motor vehicle) and when deciding to participate on the day the Participant must take into account their riding or driving ability (as applicable), the drivers riding or driving ability (as applicable), the actual and forecast weather conditions, the condition of the roads and the condition of the equipment, motorcycle or other motor vehicle being used by the Participant or their driver or passengers (as applicable).
- (1.d)** The Participant agrees to promptly follow all directions:
- (1.d.i) given by the Organisers during the conduct of the Event; and
  - (1.d.ii) when staying at any third party accommodation during the Event, given by the employees, officers or contractors of that third party accommodation.
- (1.e)** During the Event, the Participant must not engage in any conduct that may be, or will result in, Harm to another Participant or their property, or in any criminal activity, bad language or other antisocial behaviour.

(1.f) The Organisers reserve the right, in their absolute discretion, to refuse to allow the Participant to participate in the Event or to require the Participant to immediately withdraw from the Event if the Participant breaches these Terms, or otherwise where the Organisers determine it is in the best interests of the Event to do so, and in any such case You will have no claim against the Organisers for any loss or damage You may suffer and You release the Organisers from all liability for Your Harm.

**5. Indemnity**

The Participant indemnifies the Organisers to the fullest extent permitted by law, from and against all actions, claims, proceedings, demands, liabilities, losses, damages (including indirect and consequential loss), expenses, costs (including legal costs on a full indemnity basis) whatsoever that may be incurred by the Participant, as a direct or indirect result of participation in the Event including, but not limited to, as a result of a breach or non-performance of the Terms or any wrongful, wilful or negligent act or omission.

**6. Privacy**

(1.a) The Participant consents to the Organiser collecting and using the Participant's name on its website for promotional and fundraising purposes to the extent permitted by law.

(1.b) The Participant agrees that photos taken at the Event can be used in advertising and promotional material for Black Dog Ride provided that all images taken of Participants who are under the age of 18 years will reflect behaviour that is appropriate and will meet community standards of acceptable dress and deportment and will not contain any personal details of the Participant, and Black Dog Ride will remove those photos where requested by the parent or guardian referred to in paragraph Registration of children.

**7. Cancellation of the Event**

The Participant agrees that the Organisers may in their sole and absolute discretion cancel the Event at any time before or during the conduct of the Event and if that occurs, the Participant will have no claim for damages or loss of any kind against the Organisers.

**8. Amendment of terms**

You acknowledge that the Organisers may amend these Terms at any time, in their sole discretion, but must notify a Participant where an amendment is important and will impact detrimentally on the Participant.

**9. Acceptance of conditions**

Each Participant registered to participate in the Event accepts the Terms of, and acknowledges the risks arising from attending or participating in the Event and being provided with Event services by the Organisers by signing below:

Signature: \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

*For persons under the age of 18 years the following parent/guardian consent must be completed.*

**PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD**

I (name)..... of [Address] .....  
..... am the parent/guardian of  
(name)..... ("the minor") who is under 18  
years old. I have read this document and understand its contents, including the exclusion of liability and assumption  
of risk, and have explained the contents to the minor. I consent to the minor participating in the Event at his/her own  
risk.

Signature: \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_