



Off Camber

MOUNTAIN BIKING

Off Camber participation indemnity form

I acknowledge and accept the following terms of participation:

Conduct:

Throughout the duration of the Off Camber event, the Rider must:

1. comply with any conditions of booking including supplying any equipment and arriving at the commencement time and place;
2. comply with any rules, directions and instructions of Off Camber and its representatives;
3. ride within designated areas;
4. refrain from engaging in reckless or negligent behavior
5. demonstrate a high degree of individual awareness and responsibility;
6. not be under the influence of drugs or alcohol;
7. wear an Australian Standard approved cycling helmet whilst riding a bike.

Warranty:

I warrant the Rider is in good physical condition and has no medical condition, complaint, impairment or ailment that will prevent the Rider from participating in the Off Camber event or that will be detrimental to my health, safety or physical condition or the health, safety or physical condition of others while participating in an Off Camber event or while at or near the event.

Release and Indemnity:

I acknowledge that the Off Camber event and mountain biking generally can be a dangerous recreational activity and has inherent risks and obvious risks and that I have been informed of, and accept, such risks for the purposes of the *Civil Liability Act 2003*. Without limitation, such risks include:

1. personal injury including abrasions, broken bones, concussion or, in extreme cases, death;
2. property damage or loss including damage to bikes, helmets and other gear;
3. risks associated with navigating challenging terrains with obstacles like rocks, tree roots, and uneven surfaces;
4. risks associated with falling from the bike or being knocked from the bike, especially at speed, which can result in various degrees of personal injury;
5. other risks such as physical exertion for which I may not be prepared, weather extremes subject to sudden and unexpected change, remoteness to normal medical service and evacuation difficulties.

I hereby release and forever discharge Off Camber and their officers, directors, employees, agents and contractors and sponsors, from any and all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever including negligence, which the Rider, their executors or administrators or any other person has or might assert against any of them arising from, in relation to, incidental to or by virtue of any injury, loss or damage suffered or sustained in connection with participation in the Off Camber event or when near the Off Camber event.

Off Camber
PO Box 1148 Tolga QLD 4882

I hereby indemnify and hold harmless, and shall keep indemnified and held harmless, Off Camber, its officers, directors, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from, in relation to or by virtue of:

- (1) Any injury, loss or damage sustained by the Rider;
 - (2) Any injury, loss or damage suffered by any other person;
- as a result of any act, omission, neglect or default on the Rider's part, in connection with the Rider's participation in the Off Camber event at any time when the Rider is near the Off Camber event.

Insurance:

I agree that if the Rider suffers any injury then Off Camber can, at my cost, arrange medical treatment and emergency evacuation services as Off Camber deems essential for the Rider's safety.

I acknowledge that Off Camber's insurance policy covers the Rider for public liability and personal indemnity whilst participating in an Off Camber event. I agree I am responsible for my personal accident insurance, ambulance cover and any medical costs which are not covered by Off Camber insurance.

Media:

I hereby agree to allow the Rider's name, image and likeness and any photograph, video recording, audio recording or other multimedia of the Rider in any media or embodiment including, without limitation, all formats of computer readable media, to be used by Off Camber for the purposes of promoting or advertising Off Camber, future Off Camber events and mountain biking generally.

I waive any right to inspect, examine, or approve any such media and acknowledge that Off Camber has full control over the use, editing, finalisation and promotion of such media.

Mountain Bike Rental Terms:

If requested and approved by Off Camber prior to the commencement of the Off Camber event, the Rider may rent a mountain bike from Off Camber.

By renting a mountain bike from Off Camber, I acknowledge and agree that the mountain bike provided is in safe and good working condition at the time of rental. It is my responsibility to inspect the mountain bike before use and report any concerns or issues to the rental staff immediately.

The Rider must use the mountain bike properly and in accordance with reasonable proper practices and any safety guidelines and directions. The Rider must follow all provided directions, guidelines, and safety instructions while using the mountain bike. It is strongly advised that the Rider familiarize themselves with the features and controls of the mountain bike before embarking on the Off Camber event to ensure a safe and enjoyable experience. Without limitation, the Rider must wear appropriate safety gear and comply with the conduct terms set out above. Failure to comply may result in the termination of the rental and immediate return of the mountain bike at Off Camber's absolute discretion.

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By accepting the rented mountain bike, I accept responsibility for its proper use, and any damage caused by misuse, neglect, or intentional actions of the Rider will be my financial responsibility. The cost of any repairs may be recovered by Off Camber as a liquidated debt.

Binding Agreement:

This indemnity form is a binding agreement between Off Camber and the Rider or parent/guardian.

Acceptance:

I have read the above terms and I fully understand and accept the contents thereof.

If the Rider is 18 years of age or older then I and the Rider are one and the same.

If the Rider is under 18 years of age, then I:

1. Represent and warrant that I am the parent or legal guardian of the Rider;
2. Consent to the Rider's participation in the Off Camber event; and
3. Acknowledge and accept the terms of participation on the Rider's behalf.