



# Off Camber

## MOUNTAIN BIKING

### Off Camber MTB Shuttles Indemnity Form

I, the undersigned, acknowledge that I have voluntarily chosen to participate in the Shuttle Trip service provided by Off Camber. I understand and agree to the following terms of participation:.

#### 1. Assumption of Responsibility:

I acknowledge that my personal equipment, including my mountain bike;

- must be limited to a reasonable amount of equipment;
- must be that the loaded and unloaded by me;
- may be loaded on an external rack and may get wet or dirty;
- remains at all times my responsibility;
- remains at all times at my risk;
- should be insured by me at my own cost.

#### 2. Shuttle Trip Scope:

I understand that the Shuttle Trip service provided by Off Camber is for the conveyance of Participants and their personal equipment to the top of the designated mountain bike park only. The shuttle service does not include the actual mountain biking activity. A separate mountain biking session booking and indemnity form is required to be completed and signed.

#### 3. Release of Liability:

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 Participant, 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, damage or theft suffered or sustained in connection with participation in the Shuttle Trip or when near the Shuttle Trip, including during loading, unloading and transit of equipment. To the extent permitted by law, Off Camber will not provide a refund or compensation under any circumstances.

#### 4. Service Level

Off Camber may give advice on pick up times and duration in good faith, but cannot guarantee that the Shuttle Trip is completed by a specific time. I acknowledge and agree that Off Camber does not accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, department of transport or other government officials and security services, or other matters outside its control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the Participant or en-route to the Shuttle Trip destination as a result. The driver of the shuttle does not have the authority to bind Off Camber in any manner whatsoever.

#### 5. 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.

#### 6. Conduct:

At all times I agree to:

- comply with any conditions of booking including arriving at the pickup time and place specified by Off Camber;
- comply with all guidelines, instructions, and rules provided by Off Camber and the mountain bike park operator;
- wear a seatbelt and keep dirty shoes and items off seats;
- refrain from engaging in reckless or negligent behavior;
- demonstrate a high degree of individual awareness and responsibility;
- not be under the influence of drugs or alcohol;

Failure to adhere to these guidelines may result in the termination of Shuttle Trip services at Off Camber's absolute discretion.

I have read and understand the terms of this indemnity form. By signing below, I acknowledge that I am voluntarily assuming all risks associated with the mountain bike shuttle service provided by Off Camber.

**Binding Agreement:**

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

Acceptance:

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

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

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

1. Represent and warrant that I am the parent or legal guardian of the Participant;
2. Consent to the Participant's participation in the Off Camber event;
3. Participants who are 14 years of age or younger require a parent or legal guardian to register and accompany the minor on the MTB Shuttle service; and
4. Acknowledge and accept the terms of participation on the Participant's behalf.