

NAME and ADDRESS OF PERSON OFFERING USE OF PROPERTY AND/OR SERVICES:

Godfrey Wenness, "The Mountain", Manilla, NSW, 2346

Property where activity is taking place :

"The Mountain", 1106 Wimbourne Rd, Manilla NSW, 2346

FULL NAME OF PARTICIPANT: _____

DOB: _____ **MALE/FEMALE:** _____

ADDRESS: _____

OCCUPATION: _____

TELEPHONE NUMBERS: MOBILE: _____ **WORK:** _____

E-MAIL ADDRESS: _____

RELEASE, ASSUMPTION OF RISK AND WARNING

**PLEASE READ CAREFULLY AND ENSURE THAT YOU HAVE
ADEQUATE PERSONAL INSURANCE**

Nature of Activity

Mountain Bike Riding, accessing and travelling over a rural property by any means (foot, riding, vehicle) solely or in combination.

Risk Warning

The activity is a hazardous and dangerous activity and there is an inherent and significant risk of injury, disability or death as a result of participation in such activity.

I acknowledge that I am about to engage in a hazardous and dangerous activity and I have been warned of the risk.

.....
Initial here

Obvious Risks

I know that there are obvious risks involved in participation in the activity which could lead to death or injury.

.....
Initial here

YOU MUST NOT PARTICIPATE WITHOUT READING AND SIGNING THIS DOCUMENT

Release, Indemnity and Assumption of Risk

1. In consideration for the participation in the activity I agree to be bound by the contents of this document.
2. I fully accept and assume all liability for the risks, dangers and hazards of and the possibility of injury, **danger or death from, and in any way associated with, participation in the activity now and in the future.**
3. I waive any and all claims I have or may have in the future against the owner or occupier of the property, the operator and any supplier of services, their directors, employees, agents, suppliers, contractors and insurers and release, indemnify and hold them harmless from any and all liability, actions, claims and demands of whatever nature however caused and by whomever brought as a result of or arising out of or connected with the activity including but not limited to claims in negligence, contract or for breach of statutory duty or statute.
4. The contents of this document shall be a **complete bar to any action arising out of participation in the activity** against the owner or occupier of the property, the operator and any supplier of services, their directors, employees, agents, suppliers, contractors and insurers.
5. In the case of a warranty implied by section 74 of the *Trade Practices Act* such warranty is excluded in respect of liability for death or personal injury. In the case of any warranty which cannot be excluded the liability shall be limited to the cost of re-supplying the services.
6. Any other warranty or term, whether express or implied, statutory or otherwise, including any warranty that services will be rendered with reasonable care, or to any similar or like effect, is excluded. In the case of any warranty which cannot be excluded the liability shall be limited to the cost of re-supplying the services.
7. The contents of this document shall also **apply to any subsequent participation** in the activity and the subsequent provision of services by the operator and shall be binding upon my heirs, next-of-kin, dependants, executors, administrators and assigns.
8. The contents of this document shall **also apply to any related or associated activity, supply of goods, provision of services, carriage or transportation to or from or connected with the activity**, and preparation or training and shall also operate for the benefit of all other suppliers, their directors, employees, agents and contractors.
9. If I am required to become a member of the body which regulates or administers the activity I undertake to comply and in any event I agree that whether or not I am required to join or in fact join such governing body:
 - (a) I will be bound by the rules and constitution of such governing body;
 - (b) the governing body and all members of the governing body will be entitled to the benefits, exclusions and limitations of this agreement as if parties; and
 - (c) I will not commence any proceeding against the governing body or any other member as a result of participating in the activity now or in the future.
10. This document shall be governed by the laws of the state of New South Wales, and in the event of any action arising out of or connected with participation in the activity the action shall be commenced only in the Courts of that state and shall be extinguished if not commenced within one year of the date of participation.
11. I also undertake and acknowledge that I have not relied upon any representation or statement made in connection with the activity or provision of services. This acknowledgement pre-empts anything else on which I might otherwise rely and will operate against any contrary assertion.
12. If any part of this document shall be contrary to law or void, in whole or in part, it shall be read down to the extent necessary in the relevant jurisdiction for its validity but otherwise shall operate to the full extent permitted by law in the jurisdiction. There shall be no amendment or variation other than in writing signed by the owner of the property.
13. I fully understand that the purpose of this document is to exclude to the maximum extent permitted by law all liability for death or injury and I agree that this document must be interpreted to achieve that purpose, and in any dispute, must be interpreted against me and in favour of the operator. I acknowledge and understand that personal accident and life insurance is obtainable and waive any claim through me, by any insurer in my name or on my behalf.

_____ [Participant Signature, Name / Date]

_____ [Witness Signature, Name / Date]