

Acknowledgement, Release & Indemnity

I hereby apply to Scott and Regina Michell the owners and/or managers of Castletop Pastoral Company as well as Bike Territory and/or the property "Castletop" in the Gwydir Shire, NSW ("CASTLETOP OWNERS AND MANAGERS") to undertake motorcycle rider activities upon the understanding that acceptance by CASTLETOP and BIKE TERRITORY OWNERS AND MANAGERS to allow me to participate in motorcycle rider activities is conditional upon my acceptance with the terms specified below. I have been issued with a copy of a SAFETY WARNING regarding motorcycling. I have read it and understand and agree with the contents.

I understand and acknowledge that off-road motorcycling is a dangerous recreational activity within the meaning of the Civil Liability Act 2002 being a recreational activity that involves a significant risk of physical harm.

I understand that, under that Act, a person, including CASTLETOP OWNERS AND MANAGERS, is not liable in negligence for harm suffered by me as a result of the materialisation of an obvious risk of a dangerous recreational activity engaged in by the plaintiff, whether or not I am aware of the risk.

I understand that the risk of physical or mental injury is an obvious risk associated with off-road motorcycling and I acknowledge and agree that my safety cannot be guaranteed by CASTLETOP or BIKE TERRITORY OWNERS AND MANAGERS.

I accept that I will be the sole person controlling the vehicle and that, while I am riding, it will be my own correct implementation of the motorcycle controls that will determine my safety. I understand that I will be fully responsible for my own riding actions and will remain liable for the consequences.

I state that I am in a fit state of health to participate in off-road motorcycling and its related activities. I agree that, as motorcycling is dangerous, any injuries or damage which I sustain in any way arising out of my attendance at CASTLETOP or my riding a motorcycle or my acceptance of tuition, instructions, or direction, from a servant or agent of CASTLETOP and BIKE TERRITORY OWNERS AND MANAGERS or arising from any action, neglect or fault of CASTLETOP and BIKE TERRITORY OWNERS AND MANAGERS, its instructors, servants or agents, or arising from any act neglect or fault of any other person attending or taking part in any associated activities, shall be my own responsibility.

I declare that I hold the insurance policies necessary to my needs which are current and valid and that I have decided that the policy or policies will be sufficient to adequately provide for me and my family's financial needs should I be injured or killed or any of my property damaged, destroyed or stolen whilst on "CASTLETOP".

I agree that my delivery of this agreement or payment of any fee to CASTLETOP or BIKE TERRITORYS OWNERS AND MANAGERS shall be deemed to be my offer to be bound by the terms here of and that acceptance of such offer need not be communicated to me but may be evidenced by provision of a position, or acceptance on to a course, or by the supply of tuition, instructions or directions by any of CASTLETOP or BIKE TERRITORYS OWNERS AND MANAGERS instructors, servants or agents and I agree that such acceptance shall be deemed to constitute agreement to all parties aforementioned in this agreement.

In consideration of the CASTLETOP and BIKE TERRITORYS OWNERS AND MANAGERS accepting me as a rider or rider's associate on "CASTLETOP", I release and forever discharge each and every one of the CASTLETOP and BIKE TERRITORYS OWNERS AND MANAGERS from all claims that I may have or may have had but for this Acknowledgement, Release and Indemnity arising from or in connection with my attendance upon "CASTLETOP" and/or my participation in any motorcycling or motorcycling related activities.

In consideration of the CASTLETOP and BIKE TERRITORYS OWNERS AND MANAGERS accepting me as a rider or rider's associate on "CASTLETOP", I for myself, my executors, administrators, heirs, successors, dependents and other personal representatives indemnify and will keep indemnified and hold harmless each and every one of the CASTLETOP and BIKE TERRITORYS OWNERS AND MANAGERS, their servants, agents, employees and other riders and their associates or any other persons under the control of the CASTLETOP and BIKE TERRITORYS OWNERS AND MANAGERS to the extent permitted by law in respect of any liability, claim, demand, suit or action by any person including me arising out of my attendance upon "CASTLETOP" and/or my participation in any motorcycling or motorcycling related activities.

This Acknowledgement, Release and Indemnity may be used as a bar to any proceedings now or in the future commenced by me or on my behalf of by or on behalf of my executors, administrators, heirs, successors, dependents and other personal representatives.

This Acknowledgement, Release and Indemnity is governed by the laws of New South Wales.

This Acknowledgement, Release and Indemnity constitutes the entire Acknowledgement, Release and Indemnity between the parties in respect of my participation in any motorcycling or motorcycling related activities.

I have read and understood the contents of this Acknowledgement, Release and Indemnity and the safety warning with which I have been issued and I consent to enter into this Acknowledgement, Release and Indemnity.

DATED: _____

SIGNATURE: _____

NAME: _____

In the event of my being under the age of eighteen years, my parent or guardian also acknowledges and agrees to the intent of this document to absolve CASTLETOP OWNERS AND MANAGERS from any blame or consequences of my riding activities on CASTLETOP.

DATED: _____

SIGNATURE: _____

NAME: _____