

## INDEMNITY WAIVER

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**NAME OF EVENT:** \_\_\_\_\_

**DATE OF EVENT:** \_\_\_\_\_

This is an important document that affects your legal rights and obligations. Please read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of ULTIMATE ADVENTURE MOTO NZ LTD.

I wish to participate in the \_\_\_\_\_ (“Event”) conducted by ULTIMATE ADVENTURE MOTO NZ LTD (NZBN 9429048814829 Company Number 8142516) of 527 Sawyers Arms Road, Harewood, Christchurch, New Zealand 8051 (“Event Provider”) and agree to be bound by the following terms and conditions:

TO: ULTIMATE ADVENTURE MOTO NZ LTD (EVENT PROVIDER)

**1) UNDERSTANDING THE RISKS**

I acknowledge that motorcycle activities can be dangerous and that by engaging in these activities and participating in the Event I am exposed to and accept all risks and dangers including the risk of personal injury, disability, death and property damage. I agree that if I do not wish to be exposed to such risks and dangers, I should not participate in the Event. I acknowledge that the Event Provider has advised me to obtain appropriate insurance to cover such risks. I agree that I am participating in the Event at my own risk.

**2) MEDICATION/HEALTH CONDITIONS.**

- a) I have informed the Event Provider (or will, prior to undertaking the activity) of any medical conditions, previous injuries and any medication I am currently taking which may affect my ability to participate in the Event.
- b) I confirm I am physically fit and able to participate in the Event and I have not been advised otherwise by a qualified medical person.
- c) I consent to receive any medical treatment that may be deemed necessary by the Event Provider in the event of injury, accident or illness while participating in the Event.
- d) I understand it is my responsibility to disclose to the Event Provider any conditions (health or otherwise) that may affect the safety and enjoyment of myself and those around me during the Event.

**3) LIMITED LIABILITY**

- a) I release, discharge and agree not to sue the Event Provider, its employees, agents, contractors and any other third party involved in the Event including but not limited to sponsors, land owners and lessees and agree that such parties shall not be liable whatsoever and howsoever arising for any loss or damage occasioned to me or my property, my heirs, executors and administrators in respect of any damage, injury, death, loss or cost incurred or sustained by me howsoever caused, or arising out of, or in connection with, my attendance at or participation in the Event, except to the extent that such liability cannot by law be excluded.
- b) I indemnify and keep indemnified and save harmless the Event Provider, its employees, agents, contractors and any other third party involved in the Event including but not limited to sponsors, land owners and lessees from and against all actions, claims, costs, expenses and demands in respect of death, injury, loss of or damage to a person or property of any person including myself, spectators, guests and other persons at the Event howsoever caused, or arising out of, or in connection with, my attendance at or participation in the Event, or acceptance of direction from an employee, agent or contractor of the Event Provider.

**4) CONDITIONS OF PARTICIPATING IN THE EVENT**

- a) I acknowledge that information relating to the Event will be made available prior to and during the Event via riders briefings, Event material distributed to participants, Event material available on the website at [www.ultimateadventuremoto.co.nz](http://www.ultimateadventuremoto.co.nz) and daily route maps. I acknowledge that it is my responsibility to attend such briefings and familiarise myself with all such materials and acknowledge that the Event Provider may refuse my participation in the Event if I fail to attend an Event briefing or fail to comply with any requirements detailed in any Event briefing or the materials.
- b) I agree that I shall at all times during the Event use adequate safety equipment including a safety helmet approved for use on New Zealand public roads and protective clothing including a full-length riding top and pants with armour (protective inserts at key points) and protective full-length motorcycle boots and gloves and that I shall comply with any other safety requirements specified by the Event Provider. Kevlar jeans and motocross clothing without armour inserts are not suitable for this Event. Work boots or similar do not provide adequate protection when riding and are not appropriate. The Event Provider reserves the right to refuse participation in the Event for any non-compliance with any of these requirements.
- c) Any motorcycle provided by me for use in accordance with the Event requirements shall be registered and in a roadworthy and safe condition and shall comply with any requirements specified by the Event Provider. The Event Provider reserves the right to refuse participation in the Event if the condition of my motorcycle does not meet these requirements.
- d) I hereby state that I am licensed to operate the motorcycle I am using during the Event and that I hold a current licence.

- e) Only those participants in possession of a valid licence (which must be made available for inspection upon request), have paid the Event fee in full and have otherwise complied with these Terms and Conditions shall be entitled to participate in the Event. A booking is not confirmed until full payment is received by the Event Provider.
- f) I acknowledge that I shall, whilst at the Event, be responsible for the operation and control of any motorcycle operated by me and I shall at all times operate the motorcycle in a safe manner, in accordance with applicable road rules, environmental or other conditions and in accordance with any directions given by the Event Provider.
- g) I shall not operate the motorcycle under the influence of any drug, alcohol or intoxicating substance (be they legal or illegal) which may in any way impair my ability to participate in the Event.
- h) I shall not participate in any race or contest whilst participating in the Event.
- i) I acknowledge that the route this Event follows includes traveling through remote areas where medical or emergency support is limited and response times may be lengthy. I acknowledge that I have notified the Event Provider of any known medical or other conditions that are pertinent to me and that I am otherwise medically and physically fit and able to participate in the Event.
- j) I understand that the road conditions and environment of the Event route can be hazardous and can change suddenly and the Event route may be altered accordingly or the Event may be canceled or postponed, at the discretion of the Event Provider. I agree to follow any instructions provided by the Event Provider to take an alternate route including when deemed necessary for the safe completion of the Event.
- k) I understand that navigation will be required to successfully complete the Event route. Navigation aids provided may include but are not limited to electronic files to be used by a GPS unit, daily route sheets and maps, and verbal instructions. If I am not clear about the route to be followed I will seek assistance from the Event Provider and follow any directions given by the Event Provider.
- l) If an incident or accident occurs at any time during the Event, the Event Provider must be notified immediately.
- m) The Event Provider reserves the right at any stage to forthwith evict me from the Event or to refuse participation in any stage of the Event for any non-compliance by me of these Terms and Conditions, for any non-compliance by me of any directions given by the Event Provider or otherwise in its absolute discretion and that in such circumstances no refund of any fees will be provided.
- n) The Event Provider reserves the right to postpone, terminate or cancel without notice to me the Event and to change the route at any time and that any refund of fees paid in whole or part may be made at the entire discretion of the Event Provider and I agree to make no claim for damages or consequential loss if any of the conditions or changes herein contained are applied by the Event Provider, its employees, agents or contractors.
- o) The Event Provider may, at any time, transfer its rights and obligations under these Terms and Conditions to an alternative supplier.

**5) PERSONAL INFORMATION**

The Event Provider collects personal information in order to conduct the Event. If the information requested is not provided, a participant may not be able to attend the Event. I agree that the Event Provider may use this personal information for future promotional and marketing purposes conducted by any of them.

**6) MARKETING**

I consent to the Event Provider using my name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Event and promoting any products manufactured, distributed and/or supplied by the Event Provider and that all such records of the Event are the sole property of the Event Provider.

**7) CUSTOMER CANCELLATION**

A participant may withdraw from the Event at any time by notifying the Event Provider in writing via email or letter. In case of withdrawal, a cancellation fee calculated by reference to the registration fee is payable as follows:

- More than 60 days before Event date: Loss of deposit
- 60-30 days before Event date: 50% of payment received
- 0-29 days before Event date: 100% of payment received

I HAVE READ THIS FORM AND I UNDERSTAND ITS TERMS AND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THE DOCUMENT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Executed as a deed poll.

**NAME:** \_\_\_\_\_ **PHONE No.** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_

**MEDICAL CONDITIONS:** \_\_\_\_\_

**EMERGENCY CONTACT NAME:** \_\_\_\_\_ **PHONE No.** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please fill out this form, scan (or photograph clearly) and send to us via email at: [info@ultimateadventuremoto.co.nz](mailto:info@ultimateadventuremoto.co.nz)