Motorcycle and/or Equipment Hire Agreement

ACKNOWLEDGEMENT OF DANGER AND RELEASE FROM LIABILITY

MOTORCYCLING EVENTS GROUP AUSTRALIA AND/OR IT'S PARTNER COMPANIES RELEASE FORM

Applicant Name:

Applicant Address:

State: Postcode:

Date of birth: ☐☐/☐☐/☐☐☐☐ Status: ☐ Rider ☐ Minor ☐ Passenger

Applicant telephone: home work mobile

Applicant e-mail:

Event Date: ☐☐/☐☐/☐☐ Event Address:

Motorcycle Licence #: Expiry date: ☐☐/☐☐/☐☐

If Applicable

Guardian: Guardian Telephone:

Guardian address:

1) This document was presented to the Applicant/Guardian by Motorcycling Events Group Australia and/or its Partner Companies on ☐☐/☐☐/☐☐☐☐ and relates to the use of Motorcycles and/or Equipment owned by Motorcycling Events Group Australia.
2) The Applicant/Guardian knows that the Applicant/Guardian must read and understand this document before the Applicant/Guardian signs it, and the signatures on this document means that the Applicant/Guardian has read it and does understand it, along with all other information provided by Motorcycling Events Group Australia and/or its Partner Companies in relation to the use of equipment and the rules governing the event at which it is used.
3) The Applicant/Guardian knows that being at a racetrack is dangerous and that participation in the activities of Motorcycling Events Group Australia and/or its Partner Companies will expose the Applicant to the risk of serious injury or death. This possibility of injury or death can happen because of mechanical or equipment failure, the Applicant's own actions while riding, track and weather conditions, the actions or failures to act of other people, including other persons at the track with the Applicant, or any combination of these or other factors.
4) The Applicant/Guardian recognises that the Applicant may be injured or killed as a result of the Applicant's own or someone else's negligence, either active or passive or by an equipment failure of the sort which may permit suit against a manufacturer or supplier on a theory of strict (product) liability.
5) The Applicant/Guardian hereby applies to the proprietor of Motorcycling Events Group Australia and/or its Partner Companies, its Directors, share holders, servants, agents, executors, heirs and assigns which include all employees, tutors, marshals, rescue personnel and agents to partake in the use of Hire Equipment and Motorcycles.
6) The Applicant/Guardian hereby applies to the owner, manager, contractor or any other person(s) associated with providing access to the venue to Motorcycling Events Group Australia and/or its Partner Companies to partake in the use of the of Motorcycles and/or Equipment Hire.
7) The Applicant/Guardian acknowledges and confirms that:
   a) The any motorcycle/camera-telemetry equipment has been attached in a professional and safe telemetry/Camera system;
   b) The Applicant will take all steps and responsibly for wearing all approved safety equipment and safety apparel;
   c) The Applicant has a Current Unrestricted License to ride a motorcycle and is physically, mentally and is of able skill to use Hire Equipment and Motorcycles provided;

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d) The Applicant will pre pay a deposit of an amount requested and allow their driver's licence to be held on the day;

e) The Applicant takes full responsibility for checking condition of Hire Equipment and Motorcycles before use;

f) The Applicant will pay for any excessive wear or damage caused or full replacement of any lost or unreturned Hire Equipment and Motorcycles; and any legal fees resulting in the collection of goods or money.

g) The Applicant/Guardian has read this document and accepts its terms and conditions;

8) The Applicant promises and undertakes to follow all rules, conditions, directions and signs given or shown to him/her at the event by persons referred to in 5 & 6 above and acknowledges that breach of same entitles Motorcycling Events Group Australia and/or its Partner Companies to exclude the Applicant from this and/or future events.

9) The Applicant/Guardian accepts the use of all Hire Equipment and/or Motorcycles and Camera-telemetry Equipment furnished to the Applicant by Motorcycling Events Group Australia "as is," with any defects, whether apparent or not. The Applicant /Guardian releases Motorcycling Events Group Australia and/or its Partner Companies and all persons described in clauses 5 & 6 above from any strict or product liability for the Applicant's injury or death or property damage to whomsoever caused.

10) In addition, by signing this agreement and participating in the activities as a participant of Motorcycling Events Group Australia and/or its Partner Companies, the Applicant/Guardian acknowledges that the Applicant is prepared to take the Applicant's chances of injury, death or property damage, and assume the risk that the Applicant may be injured or killed while participating in the use of the Hire Equipment and/or Motorcycles and Camera-telemetry Equipment.

11) The Applicant/Guardian further acknowledges that the Applicant/Guardian is accepted to partake in the use of the Hire Equipment and/or Motorcycles and Camera-telemetry Equipment on the condition that the Applicant drives/rides safely and does not risk any person or property unnecessarily.

12) The Applicant/Guardian also acknowledges that he/she will pay Motorcycling Events Group Australia and/or its Partner Companies a deposit as asked for, and agrees this will be held and used towards the total payment required from the Applicant/Guardian for any damage or excessive wear he/she causes to the Hire Equipment and/or Motorcycles and Camera-telemetry Equipment in each incident plus any other damages he/she causes to property or person. The Applicant agrees they cannot do repair work of Hire Equipment and/or Motorcycles and Camera-telemetry Equipment instead of payment for damage caused. Any damaged goods remain the property of Motorcycling Events Group Australia and/or its Partner Companies

13) The Applicant/Guardian hereby releases and indemnifies Motorcycling Events Group Australia and/or its Partner Companies and all persons referred to in clauses 5 & 6 above from any claims or liability for death, personal injury or property damage howsoever caused, as a condition of acceptance to partake in the event.

14) Notwithstanding the provisions of the Privacy Act or any other Legislation the Application/Guardian hereby authorises and directs Motorcycling Events Group Australia and/or its Partner Companies to provide all information known to Motorcycling Events Group Australia and/or its Partner Companies about the applicant including a copy of this form, accident reports, statements and any other documentation in possession or available to Motorcycling Events Group Australia and/or its Partner Companies or any persons referred to in clauses 5 or 6 above to any interested person.

15) Because laws regarding negligence and liability are different from state to state and country to country, the Applicant /Guardian understands and agrees that any legal action involving this release, or it's effect, shall be governed by the laws of the State of New South Wales, regardless of the place of injury, death or damage, or the location of any court in which such action is brought.

16) The Applicant/Guardian has read this document relating to the use of Motorcycling Events Group Australia's Hire Equipment and/or Motorcycles and Camera- telemetry Equipment. This was signed freely and voluntarily and the applicant accepts the terms and conditions in all clauses set in this agreement.

Applicant's Signature | Signature of parent or guardian if under 18

Witness' Signature | Witness' Name (please print)

Dated: ☐☐ / ☐☐ / ☐☐☐☐

Motorcycle and/or Equipment Hire Agreement

Hire costs:

BMW S 1000 RR.....$545

BMW + Gear.....$595

Ducati V4S Panigale.....$645

Ducati + Gear.....$695

Gear Only.....$100

Excess costs:

Maximum Repair Cost (BMW).....$6,500

Maximum Repair Cost (BMW + Gear).....$7,500

Maximum Repair Cost (Ducati).....$8,500

Maximum Repair Cost (Ducati+ Gear).....$9,500

Maximum Repair Cost (Gear).....$1,500

Name on card: _____ Card Type: ☐ Visa ☐ Mastercard

Number ☐☐☐☐ / ☐☐☐☐ / ☐☐☐☐ / ☐☐☐☐ Expiry: ☐☐ / ☐☐

In completing and signing this form, I agree to pay (in the event of an incident) up to the maximum repair cost per Motorcycle and/or Riding Gear as outlined in the table above. This applies to any damage and/or excessive wear. In the event of an incident, this payment will be taken immediately from the credit card number provided. Should I decide to continue by hiring again, I agree to waive the excess figure pay the FULL cost of repair to either Hire Bike or Ride Gear. I also agree to pay the FULL replacement cost of any lost or unreturned Hire Bike or Ride Gear along with any legal fees resulting in the collection of goods or money, resulting from my hiring.

Signed _____ _Date: ☐☐ / ☐☐ / ☐☐☐☐

Note: Your driver's licence and credit card will be held until all hired items are returned.

STAFF USE ONLY

Motorcycle	Number	Group	Comments on Motorcycle Hired

Motorcycle issued by _____ Signature _____

Motorcycle returned to and inspected by _____ Signature _____

	Size EU size	Colour	1 or 2 Piece	Time Out	Time In	Cost	Comments on Gear Hired
Leathers							
Helmet							
Gloves							
Boots							
TOTAL							

Hire Equipment issued by _____ Signature _____

Hire Equipment returned to and inspected _____ Signature _____