



## CONTRACT TO PARTICIPATE IN THE FINKE DESERT RACE

**IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE.**

### Waiver Agreement

#### Recitals

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
  - a. If a rider, paying the Application Fee; and
  - b. If a volunteer official volunteering to officiate at the Recreational Activity;
  - c. If a member of the media, accepting the Provider's terms of media accreditation; andotherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include to:
  - a. exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
  - b. provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
  - falling from your bike;
  - difficult terrain and obstacles;
  - hazardous and changeable track conditions;
  - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
  - undisclosed medical conditions;
  - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
  - heat, cold, wet or other adverse weather conditions;
  - contact with vehicles, other participants or members of the public who may or may not be acting safely;
  - lack of access to medical, evacuation or search services; or
  - design of the track.

#### Operative parts

1. In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
4. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the Recreational Activity.

#### Definitions

**Application Fee** means the fee payable by the Participant (as a rider) to participate in the Recreational Activity.

**Participant** means the person signing this form and whose name appears next to Participant below.

**Provider** means those persons and entities listed in Annexure 1.

**Recreational Activity** means the event specified in Annexure 2.

#### Participant acknowledgements, consents and authorisations

- i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.
- iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.



- vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

**Participant:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent / guardian declaration**

In my capacity as the parent/guardian of the Participant I make the above agreements, acknowledgements, releases, warranties, consents and authorisations on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

**Participant:** \_\_\_\_\_ **Parent / Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Parent / Guardian Name:** \_\_\_\_\_

**ANNEXURE 1:**

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling Australia Northern Territory;
4. Finke Desert Race Inc
5. All other persons involved in the organisation, conduct and promotion of the Recreational Activity or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
6. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**ANNEXURE 2:**

Finke Desert Race  
11 – 14 June 2021  
Lot 6333 South Stuart Highway Alice Springs

