THIS IS A SCHEDULE TO AN AGREEMENT dated

……

BETWEEN - WA RIDE PARK
ABN 44 501 003 479 of C/- Kirup Post Office, Kirup WA 6251
("WA RIDE PARK")
AND THE RIDER/S, as listed in Item 1 below.

Item 1	**The Rider**	Adult Rider Details – must be over 18 years of age		
(a)	Full name			
	Address			
	Driver's Licence:		Date of Birth:	
	Mobile:			
	Email address:			
	Bike Type:	□ 2 Wheeler □ 4 Wheeler (non-racing quad under 400 cc)	Do you have Ambulance Cover?	

Item 3	**Spectator/s**	(Persons not participating in an Event)
(a)	Name	
(b)	Name	
(c)	Name	

Item 4	**Vehicle**	Model / Make / Colour / Registration number

Item 5	**Event**			
	Date of Arrival:	AM□ / PM□	Date of Departure:	AM□ / PM□
	Induction Time Attendance:	8:45am□ - 10am□ - 11am□ - 1pm□		
	Camping: YES□ / NO□ - If yes, what will you be camping in?			
	Does anyone attending this event have any Medical Conditions?:			

Item 6	**Emergency Contact** In the case of an emergency, please advise the following person:		
	Full name		Relationship to Rider:
	Address		Mobile:

We would like everyone who enters the WA Ride Park to consider their fitness level & riding ability before participating at our facility. All riders will need to sign our Indemnity form below (to acknowledge the risk) & sit our Safety Induction prior to participation & wear the correct protective gear at all times.

THIS AGREEMENT IS made on……..…..

BETWEEN

WA RIDE PARK ABN 44 501 003 479

of C/- Kirup Post Office, Kirup WA 6251(**"WA Ride Park"**)

AND

THE RIDER (as referred to in **Item 1** of the Schedule to this Agreement) (**"The Rider"**)

WHEREAS:

A. WA Ride Park is a business that provides recreational services to motor bike riders ('rider') through the use of the WA Ride Park premises for beginners to experienced riders

B. As WA Ride Park does not lease, rent or hire any bikes or equipment to any person, all riders bring their own bikes and are solely responsible for the mechanical soundness and suitability of the bikes for the purpose of attending and participating in the Event.

C. The Rider wishes to engage the recreational services of WA Ride Park on the Terms and Conditions as outlined herein.

The Parties agree as follows:

1. INTERPRETATION AND DEFINITIONS

Bike means any motorbike, motorcycle, trail bike, quad bike etc as used by the Rider during the Event.

Event means such recreational services offered by WA Ride Park to its customers, from time to time, and include guided tours, trail bike safaris and the use of the WA Ride Park facilities and as listed in **Item 5** of the Schedule.

Obvious Risk is as defined in section 5F of the *Civil Liability Act 2002 (WA)* which provides that:
(1) An obvious risk to a person who suffers harm is a risk that, in the circumstances, would have been obvious to a reasonable person in the position of that person.
(2) Obvious risks include risks that are patent or a matter of common knowledge.
(3) A risk of something occurring can be an obvious risk even though it has a low probability of occurring.
(4) A risk can be an obvious risk even if the risk (or a condition or circumstance that gives rise to the risk) is not prominent, conspicuous or physically observable.

Recreational services means services supplied to a person for the purposes of, in connection with or incidental to the pursuit by the person of a recreational activity.

Rider means:
(a) the person or persons as listed in **Item 1** of the Schedule;
(b) all person or persons for whom the Rider is held fully and solely responsible for, as listed in **Item 2** and **Item 3** of the Schedule including any other person brought on or invited onto the Premises by the Rider, which may not be listed on this form; and
(c) any person or persons claiming a right on behalf of the Rider, including but not limited to, a spouse, partner, family member, attorney, executor or administrator.

Spectator means the person or persons listed in **Item 3** of the Schedule accompanying the Rider to the Event but not participating in the Event itself.

Schedule means the Schedule to this Agreement, as varied from time to time, in accordance with clause 9 of this Agreement.

WA Ride Park means Harogini Pty Ltd ACN 606 510 230 as trustee for the Staines Family Trust trading as "WA Ride Park" ABN 44 501 003 479 and its successors, assigns, employees, servants, agents, contractors;

Premises means the property described as Nelson location numbers 4, 3859, 8101, 3934 and 8991 and which is used by WA Ride Park in respect of its Event and the Riding Park facilities.

Property Owner means Joseph Anthony Martella ATF the Santa Rita Trust and its successors and assigns;

Property Tenant means Ents Forestry Pty Ltd, 15 Craigie Street, Davenport WA 6230 and its successors and assigns.

All words used in the masculine gender shall be construed as including the feminine gender and all words used in the singular number shall be construed as including the plural number.

2. EFFECT OF TERMS AND CONDITIONS

These terms and conditions apply to entering the Premises to attend to the Event and payment for participation in the Event is deemed acceptance of these terms and conditions.

3. ENTRY REQUIREMENTS

3.1 Subject to clause 3.2, the Rider entering into this Agreement must be at least 18 years of age and who has read and agreed to all of the terms and conditions of this Agreement as well as 'the Riding Park Induction Information - General Rules and Induction Information' before completing registration for all person/s in the Event either as a Rider or a Spectator to the Event.

3.2 The Rider who has a child or children listed in **Item 2** of the Schedule confirm that the Rider is the responsible parent or guardian of the child or children and the Rider acknowledges that he/she is fully responsible and liable for the actions or inaction of their own child or children under their care.

3.3 The Rider is also responsible for the Spectator/s brought to the Premises and under no circumstance whatsoever is a Spectator permitted to ride a bike, ride pillion passenger on a bike or to participate in an Event.

3.4 The Rider is permitted to have one (1) registered Vehicle enter the Premises, details of which are as listed in **Item 4** of the Schedule.

3.5 In an Emergency, the Rider authorises and requests that WA Ride Park notifies the person listed as the Emergency Contact in **Item 6**, where possible, of the nature of the emergency.

3.6 WA Ride Park may, in its absolute discretion, without giving reasons for its decision, accept, refuse or withdraw an application for an Event in whatever manner it sees fit.

4. **PAYMENT AUTHORISATION**

4.1 The Rider consents to and authorises WA Ride Park to debit the Total Amount Due as referred to in **Item 7(a)** of the Schedule from its credit card details as provided in **Item 7(b)** of the Schedule**.**

5. HEALTH & SAFETY

5.1 The Rider warrants to WA Ride Park that at all times during the Event:
(a) the Rider is adequately and appropriately prepared both physically and mentally for the Event;
(b) the Rider is not intoxicated, affected by alcohol or a drug or other substance capable of intoxicating a person to such an extent that the person's capacity to exercise reasonable care and skill is impaired;
(c) the Rider is not aware of any illness, injury, physical disability or impairment which may cause them injury or death; and
(d) If the Rider has any health issues, becomes ill, is injured or has any doubts prior to or during the Event, the Rider will immediately cease participation in the Event and seek appropriate medical professional advice.

6. COMPLIANCE WITH STATE LAWS.

6.1 At all times during the Event, the Rider will comply with all traffic and road laws in the jurisdiction that they are participating in and any directions issued by officers of the law in the State of Western Australia.

6.2 At all times during the Event, the Rider is to abide by all road and safety rules including wearing appropriate safety equipment, such as but not limited to, helmets (minimum standard AS1698), appropriate clothing such as goggles, gloves, off-road boots, a long sleeve shirt and sturdy pants.

7. RISK WARNING

7.1 The Rider acknowledges and agrees that riding a bike is inherently dangerous and that the Rider participates in the Event at his or her own risk. The obvious risks associated with participating in Event include but are not limited to the risk that:
(a) the Rider may be involved in a collision with people, animals, vehicles and/or other objects;
(b) the Rider may suffer harm from physical exertion;
(c) the Rider's bike may malfunction, and the Rider may fall;
(d) the Rider may for some reason lose control of the bike and otherwise fall from their bike;
(e) the Rider may suffer from the effects of heat, cold, wind, rain and other weather conditions;
(f) the Rider may lack the level of skill or experience to effectively manoeuvre or negotiate a situation at hand or around an obstacle safely;
(g) the Rider may meet another rider exhibiting any of the situations referred to in clauses (a) to (f) above.

7.2 Each of these obvious risks may result in the Rider suffering harm including but not limited to death, physical or mental injury, disability, property damage and economic loss.

7.3 There may be other risks to which the Rider may be exposed, including injury caused to or by other parties or damage caused to the property of other parties.

7.4 Due to the obvious and inherent risks associated with and the severity of an injury or injuries which may arise from participating in the Event, the Rider undertakes to WA Ride Park that prior to entering the Event, the Rider (the person listed in **Item 1** of the Schedule and includes those to whom the Rider is held responsible for, being the persons listed in **Item 2** and **Item 3** of the Schedule, respectively) has private health insurance, ambulance cover and any other insurance which the Rider sees fit.

8. RELEASE, INDEMNITY AND LIABILITY EXCLUSIONS

8.1 The Rider releases WA Ride Park, the Property Owner and the Property Tenant, including all persons claiming an interest in the Premises from all claims (including those arising out of negligence), for loss, damage, liability, cost and expense for any personal injury or death caused by, or in connection with, or arising out of the Rider's participation in the Event and the Rider indemnifies WA Ride Park, the Property Owner and the Property Tenant and all persons claiming an interest in the Premises against any such claim or otherwise in connection with any act, matter or thing done, permitted or omitted to be done by the Rider or those for whom the Rider is held responsible for, or which was in any way connected with the Rider's involvement in the Event.

8.2 Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the *Australian Consumer Law*) which cannot lawfully be excluded, restricted or modified.

8.3 The Australian Consumer Law contains guarantees that give consumers certain rights in relation to goods and services they acquire. These guarantees cannot be excluded, restricted or modified except in certain circumstances. Section 139A of the *Competition and Consumer Act (2010) (Cth)* ("CCA") permits a term of a contact for the supply to a consumer of recreational services, to exclude liability of the supplier for death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the Australian Consumer Law.

8.4 In the supply of recreational services provided by WA Ride Park, the Rider acknowledges and agrees that WA Ride Park, the Property Owner and the Property Tenant, are not held liable for and shall be excluded from liability for:
(a) death;
(b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of an individual);
(c) the contraction, aggravation or acceleration of a disease of an individual; or
(e) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of WA Ride Park to comply with a guarantee in sections 60-62 of the Australian Consumer Law.

8.5 This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of WA Ride Park in accordance with s139A of the ACL.

8.6 The *Civil Liability Act 2002 (WA)* ("CLA") permits a term of a contact for the supply of recreation services to exclude liability of the supplier for damages for harm resulting from a breach of an express or implied warranty that the services will be rendered with reasonable care and skill. To the extent permitted by law, the Rider acknowledges and agrees that WA Ride Park excludes all liability for damages for any harm (including but not limited to personal injury or death, damage to property and economic loss and whether direct, indirect, special or consequential) from a failure to exercise reasonable care and skill, regardless of whether the claim is brought in tort (including in negligence), in contract, under statute or otherwise, where such liability results from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

8.7 Except as expressly included in these terms and conditions, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from these terms and conditions.

8.8 This indemnity survives the expiration or termination of this agreement.

9. VARIATION OR AMENDMENT OF THE SCHEDULE

9.1 For the purpose of a Rider returning to the Premises for additional recreational services provided by WA Ride Park, the parties have agreed that the information provided by the Rider in the Schedule may be varied or amended, provided that such variation or amendment is signed and dated by all the parties to this Agreement and the parties agree that the terms and conditions of this Agreement shall continue to apply and be binding on the parties, save and except such variations or amendments.

EXECUTED AS A DEED.

…….. …… date / /
for and on behalf of WA Ride Park **WA Ride Park**

…….…… …… date / /
(**PRINT FULL NAME** as noted in **Item 1(a)** of the Schedule**)** **Signature of Rider**
as noted in **Item 1(a)** of the Schedule