## BICYCLE TOURS & HIRE

## **Waiver form**

This Waiver Form and the Terms and Conditions ("Conditions") attached forms the agreement ("Agreement") between Granite Belt Bicycle Tours & Hire Pty Ltd ACN 601 820 393 atf The Boulton Hendry Family Trust ABN 88 715 287 859 (referred to as "GBBT") and the individual or entity hiring bicycles and other equipment ("Equipment") from GBBT (referred to as "the Rider").

The Rider acknowledges and agrees that:

- it has legal capacity, power and authority to enter into this Agreement;
- it will follow and comply with any reasonable directions given to it by GBBT from time to time regarding use of the Equipment; and
- it will act lawfully and will comply with any applicable licenses, laws, regulations, industry codes of conduct, health and safety requirements and Australian standards in relation to the use of the Equipment.

The Rider agrees that it is a condition of hiring the Equipment that the Rider does so at its own risk. The Rider understands and acknowledges that:

- using the Equipment involves known and unanticipated risks;
- using the Equipment may involve a risk of serious injury or even death from various causes; and
- risks may not be able to be eliminated without compromising the use of the Equipment.

Some of the risks which may be present or may occur include but are not limited to the following:

- using the Equipment including failure of the Equipment;
- falling off the Equipment;
- being injured by third parties including accidental, negligent or deliberate acts by third parties;

- dehydration, physical exertion and stress associated with outdoor activities; and
- any other personal injuries sustained during the hire of the Equipment.

The Rider understands and acknowledges that such risks could result in severe physical or emotional injury including overexertion, dehydration, paralysis, death or damage to itself, its property and other third parties.

The Rider accepts the risks and indemnifies, forever discharges, and voluntarily releases GBBT, their agents, affiliates, employees, members, sponsors, promoters and any person or body directly and indirectly associated with GBBT against all liability (including liability for their negligence and the negligence of others), claims, demands and proceedings arising out of or connected with the Rider's use of the Equipment.

The Rider understands the demanding physical nature of using the Equipment and confirms that he or she is physically fit to use the Equipment and that a qualified medical practitioner has not advised otherwise. The Rider is not aware of any medical condition, injury or impairment that will be detrimental to its health or safety, or to the health or safety of others.

The Rider warrants that it has insurance to cover any injury or damage that it might cause or suffer while using the Equipment, or else agrees to bear the costs of such injury or damage to itself, its property or other third parties and their property.

The Rider is liable for and indemnifies and agrees to indemnify, hold harmless, release and discharge GBBT in respect of any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which GBBT suffers, incurs or is liable for as a result of:

- its use, operation, maintenance or presence of the Equipment;
- any loss, damage or injury suffered by a third party, caused by any negligence, or deliberate act, by the Rider; or
- any breach by the Rider of its obligations under the Conditions.

Contact number (mobile):
(Used if we need to get in touch with you during the hire period)
Email :@
PHOTO RELEASE FORM – Please tick the box.
By ticking this box I hereby grant permission to Granite Belt Bicycle Tours & Hire P/L to use photographs and/or video
of me in publications, news releases, online, and in other communications related to its business.
Adult 149
Adult (18 years +)
I warrant that I am 18 years old or older. I acknowledge that upon the signing of this document, that I understand and
accept all of the terms of this Waiver Form and the Terms and Conditions attached.
Full name (please print):
Signature:
Date:
Parent or guardian's consent
I warrant that I am the parent or guardian of the participant, I understand and accept all of the terms of this Waiver Form
and the Terms and Conditions attached, and I give permission for the Rider/s to participate in the activities.
Rider name/s:
Parent or guardian's signature:
Parent or guardian's full name (please print):
Date:
GBBT representatives signature :
Date :