



**Marty Stephens**

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## Indemnity Waiver

1. I acknowledge that motorcycle activities can be dangerous and that by engaging in these activities and participating in the Course I am exposed to and accept all risks and dangers including the risk of personal injury, disability, death and property damage. I acknowledge that M A Stephens and J Smit, hereafter known as Quandary, has recommended that I obtain appropriate insurance to cover such risks.
2. I agree that I shall at all times during the Course use adequate safety equipment including a safety helmet approved as per the Transport Operations (Road Use management – Road Rules) Regulation 2009 and protective clothing including a full length riding jersey, pants and boots and that I shall comply with any other safety requirements specified by Quandary. Quandary reserves the right refuse participation in the Course for any non-compliance with this requirement.
3. Any motorcycle provided by me for use in accordance with the Course requirements shall be registered and in a roadworthy and safe condition and shall comply with any requirements specified by Quandary. Quandary reserves the right to refuse participation in the Course if the condition of your motorcycle does not meet these requirements.
4. Quandary, its employees, agents, contractors and any other third party involved in the Course including but not limited to sponsors, land owners and lessees 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, except to the extent that such liability cannot by law be excluded.
5. Quandary reserves the right at any stage to forthwith evict me from the Course or to refuse participation in any stage of the Course for any non-compliance by me of these Terms and Conditions, for any non-compliance by me of any directions given by Quandary or otherwise in its absolute discretion and that in such circumstances no refund of any fees will be provided.
6. I acknowledge that I shall at all times whilst at the Course be subject to the directions of Quandary, its employees, agents and contractors in all respects and shall comply with such directions and any safety signs and notices erected at the venue.
7. I acknowledge that I shall, whilst at the Course, 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 and in accordance with applicable road rules, environmental or other conditions and in accordance with any directions given by Quandary. I shall not operate the motorcycle under the influence of any drug or intoxicating substance or participate in any race or contest.
8. I indemnify and keep indemnified and save harmless Quandary, its employees, agents, contractors and any other third party involved in the Course 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 Course and including any motorcycle provided by Quandary howsoever caused, or arising out of, or in connection with, my attendance at the Course, or acceptance of training from an employee, agent or contractor of Quandary.



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9. I acknowledge that I am not covered for compensation for loss or potential loss of earnings in respect of injury, loss of or damage to a person(s) property or injury due to any person, including myself, spectators, guests and other persons at the Course howsoever caused, or arising out of, or in connection with, my attendance at the Course.
10. If an incident or accident occurs at any time during the Course, Quandary must be notified immediately.
11. I hereby state that I am licensed to operate the motorcycle I am using during the Course and that I hold a current licence.
12. Only those participants in possession of a valid licence (which upon request can be inspected) and those whom have paid the course fee in full shall be entitled to participate in the Course and a booking is not confirmed until full payment is received by Quandary.
13. Quandary reserves the right to postpone, terminate or cancel without notice to me the Course and that any refund of fees paid in whole or part may be made at the entire discretion of Quandary and I agree to make no claim for damages or consequential loss if any of the conditions herein contained are applied by Quandary, its employees, agents or contractors.
14. A participant may withdraw from the Course at any time by notifying Quandary in writing ([martys400@gmail.com](mailto:martys400@gmail.com)). In case of withdrawal, a cancellation fee is payable as follows:
  - \$25.00 cancellation fee if greater than 5 days & less than 2 weeks' notice is given prior to the Course
  - No refunds if 5 days or less notice is given prior to the Course
15. Any request by a participant to attend the Course on an alternative date is subject to Course availability and if no places are available and a participant elects not to attend the Course on the nominated date, the request will be treated as a withdrawal in accordance with paragraph 14.
16. Quandary is entitled to charge the cancellation fee against the fees already paid by the participant and any balance shall be returned.
17. Quandary may, at any time, transfer its rights and obligations under these Terms and Conditions to an alternative supplier.
18. Quandary collects personal information in order to conduct the Course. If the information requested is not provided, a participant may not be able to attend the Course.
17. I consent to Quandary 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 Course and promoting any products manufactured, distributed and/or supplied by Quandary.

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_