

Captain Barnacles Ventures

Liability Indemnity Release and Assumption of Risk Agreement

Please consider the following terms and conditions, which form a legally binding contract between you (the "Participant". "you") and Captain Barnacles Ventures ("Captain Barnacles Ventures", "we", "us", "our"). If you do not agree to be bound by these terms you will not be able to participate in the Motorcycle Tour (the "Tour"). In consideration for your participation in the Tour you agree:

Minimum Participation Requirements

1. All Tour Participants must:
 - a. be at least 16 years old, **OR** if a minor under the age of 16 supply signed Parental/Guardian permission to participate.
 - b. be in a fit and healthy physical condition - not recommended for people with back health issues
 - c. weigh no more than 110kg
 - d. have a blood alcohol limit of under 0.05
 - e. not be under the influence of drugs or other substances that may affect your concentration, coordination and reactions
 - f. not be at any stage of pregnancy
 - g. wear safety riding gear (provided)
 - h. wear enclosed shoes and long pants.
2. We may seek verification of the above participation requirements in whatever manner we see fit.
3. You acknowledge that we may deny you the right to ride if you do not satisfy the minimum participation requirements; behave inappropriately; endanger yourself or others.

Obligations

4. During the Tour, Participants must:
 - a) wear protective equipment, including a helmet, long pants and enclosed shoes;
 - b) permit Captain Barnacles Ventures to arrange medical treatment and emergency evacuation services as we deem necessary for your safety and agree that you are liable for any associated costs; and
 - c) comply with all of our reasonable instructions, including any pre-ride briefing rules. Failure to comply with a reasonable instruction may result in your participation in the Tour being terminated immediately.

Changes

5. At our sole and full discretion we reserve the right to:
 - a. make changes to the itinerary without notice if there are safety or logistical reasons for a change

- b. postpone or cancel the Tour if we consider it to be unsafe to proceed. In such circumstances Captain Barnacles Ventures will provide you with as much notice as reasonably possible. You will have the choice to transfer to another tour within 6 months, receive a transferable gift voucher for the same value as your purchase or receive 75% refund of your payment.

Risk Warning

6. You acknowledge and agree that motorcycle riding, including as a sidecar or pillion passenger, is an inherently dangerous activity. The inherent risks involved in the Tour include, but are not limited to:
 - a) falling off the bike;
 - b) collision with vehicles, objects, animals or people; and
 - c) suffering from the effects of wind, rain, heat and cold as well as other weather conditions.
7. The possible injuries of harm from such risks include, but are not limited to, death, physical or mental injury and property damage.
8. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with the Civil Liability Act 2002 (NSW).

Liability Exclusions

9. There are several statutory guarantees that apply to the supply of goods and services. 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.
10. To the extent permitted by s139A of the Competition and Consumer Act (2010) (Cth) and the Civil Liability Act 2002 (NSW), you acknowledge and agree that we exclude all liability in connection with the Tour, being a recreational service, for:
 - a) death;
 - b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a disease; or

- d) 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:
- i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community, and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded. This exclusion of liability does not apply where significant personal injury is caused by our reckless conduct.
11. By signing these terms you acknowledge and agree that we exclude 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.
 12. 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.

Release, Indemnity and General Matters

13. It is your responsibility to ensure you have obtained suitable insurance cover to indemnify yourself against any loss or damage to personal belongings and for personal injury, accident or illness before you participate on the Tour.
14. You release Captain Barnacles Ventures, its owners, affiliates, distributors, operators, employees, agents and officers from all claims, loss, damage, liability, cost and expense associated with your presence at, and participation in, the Tour.
15. You indemnify Captain Barnacles Ventures, its owners, affiliates, distributors, operators, employees, agents and officers against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by us in connection with any act, matter or thing done, permitted or omitted to be done by you or which was in any way connected with your involvement in the Tour.
16. By signing these terms you acknowledge and agree that we have the authority to use and reproduce any photograph or video taken of you for promotional and marketing purposes including social media, display and sale by or on behalf of Captain Barnacles Ventures without any compensation to you. Photographs and videos acquired from Captain Barnacles Ventures remain property and copyright of Captain Barnacles Ventures, they must not be used by you for any commercial purpose without Captain

- Barnacles Ventures prior written permission.
17. This contract is governed by the laws of NSW and the Participant submits to the non-exclusive jurisdiction of the courts of NSW.
 18. The information supplied in this document is personal and confidential. It will not be used for any marketing or promotional purposes, and will not be sold or distributed to any third party. This document will only be used for the purposes of confirming your participation or to defend any action.

Name: _____

Signature: _____

Date: _____

Parent/Guardian declaration for Minor Participation: I am parent/legal guardian of the above named person under the age of 18. I give my consent for them to Participate in the agreed Captain Barnacles Ventures Motorcycle and Sidecar Tour in accordance with the Captain Barnacles Ventures Terms and Conditions.

Name: _____

Signature: _____

Date: _____

Emergency Contact:

Name: _____

Relationship: _____

Phone: _____

