

Beach Safaris Pty Ltd

ACN 127 528 572 (Beach Safaris)

ARE YOU READY TO RIDE TODAY?

RIDER DECLARATION AND DISCLAIMER

Before participating in the Beach Safaris Beach Bike Hire, all Riders must read the important information in this document, and then sign the declaration and disclaimer below.

BOOKING NAME: _____ CONTACT PH: _____

HOME ADDRESS: _____

RIDER 1 NAME: _____ SIGNATURE: _____ (adult/child)

RIDER 2 NAME: _____ SIGNATURE: _____ (adult/child)

RIDER 3 NAME: _____ SIGNATURE: _____ (adult/child)

RIDER 4 NAME: _____ SIGNATURE: _____ (adult/child)

RIDER 5 NAME: _____ SIGNATURE: _____ (adult/child)

RIDER 6 NAME: _____ SIGNATURE: _____ (adult/child)

DATE

CHILD RIDERS This declaration and disclaimer is signed by the adult named above on their own behalf and on behalf of any child named above, and warranties given in this declaration and disclaimer by the adult(s) named above attach equally to each and every child named above.

YOUR HEALTH AND SAFETY All Riders must read Beach Safaris' health and safety information before completing this form. You should not participate in the Ride if you believe your health and safety, or that of other Riders, may be put at risk by you taking part. If in doubt, please speak to a Team Member. Please be aware that even if you feel able to ride today, Beach Safaris reserves the right to decline participation.

BEACH SAFARIS EQUIPMENT: All bike hire equipment is supplied in full working order, subject to any prior damage or defect as identified prior to the current hire and noted in this declaration.

By signing this document I honestly declare that:

1. I have read and understood Beach Safaris' health and safety information
2. I have considered my health and ability to undertake the Ride. I am confident that my health and safety, and that of other Riders, will not be put at risk by me taking part.

3. I will not damage, deface or willfully remove any part of any equipment provided by Beach Safaris. I understand that I am responsible for any loss, damage or defect occurring as a result of my period of hire (subject to any damage or defects identified and noted prior to the bike hire). I understand that I may be removed from the Ride, without a refund, if I do not comply with these terms.
4. I have read, understood and accepted the terms of trade of Beach Safaris.

By signing this document I warrant I understand that:

1. I have entered and remain on the premises of Beach Safaris and I will participate in the Ride along public roadways and pathways at my own risk. Beach Safaris will not be responsible for any loss (however caused) for personal items left on the premises by me.
2. Beach Safaris will not be responsible for any loss, damage or injury arising from any pre-existing medical condition, physical or psychological (to the extent permissible by law). If I disregard any safety instructions delivered by Beach Safaris and as a result suffer loss, damage or injury, I will not hold Beach Safaris or its servants liable.
3. I release and discharge Beach Safaris, its Related Bodies Corporate and their servants and agents, from any claim, action, demand or proceeding (including those arising from negligence and to the extent permitted by law), which I now or at any time have in connection with or incidental to my participation in a Ride, or the circumstances cited in this declaration. I agree that this includes any claims that I could or might have if it were not for this declaration.
4. I agree to indemnify Beach Safaris against any loss, damage or claim suffered or brought against them, arising out of or in any way in connection with my participation in a Ride, or a breach by me of the terms of this document or the terms of trade of Beach Safaris (to the extent permitted by law).
5. Beach Safaris has the authority to use and reproduce any photograph taken of me for any purpose whatsoever, without further compensation to me.
6. Photographs purchased from or supplied by Beach Safaris remain copyright to Beach Safaris. Ride photographs must not be reproduced or used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without Beach Safaris' prior written permission.
7. Beach Safaris will rely on this declaration and is not responsible for my decision to ride. Beach Safaris reserves the right to refuse any person, for whatever reason, participation in the Ride, in its absolute discretion, whether or not they have previously purchased a ticket.

PRIVACY STATEMENT Beach Safaris understands that 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. After the Bike Hire, this document will only be recovered for the purposes of confirming your participation or to defend any action. Queries in connection with this document should be addressed to the Privacy Officer, Beach Safaris Pty Ltd PO Box 3377 Hervey Bay, Qld. 4655, Australia.
Beach Safaris Pty Ltd , ABN 79 127 528 572