



Liability Waiver

By making a booking with MX Playground Pty Ltd ACN 682 061 025 trading as Willowbank MX (WMX) and/or entering Willowbank MX motocross park ("the Park"), I acknowledge, consent and agree to the following:

- a) Motocross, riding motorbikes and spectating or being in the vicinity of motorbike riding activities ("Activities") are inherently dangerous recreational activities. I acknowledge that I am entering the Park and participating in the Activities at my own risk. I recognise the risks and hazards associated with the Activities (including but not limited to motor vehicle accidents and collisions, other persons attending the Park acting dangerously or with lack of skill, high levels of noise exposure, harmful acts committed by persons attending the Park, or the failure or unsuitability of facilities to ensure the safety of persons or property in the Park), may cause injury, psychological injury and trauma, illness, disability, death, or loss and damage to my person and belongings.
- b) Each of the Activities are "dangerous recreational activities" and the associated risks and hazards, including but not limited to those referred to in paragraph (a) above, are "obvious risks" for the purposes of the Civil Liability Act 2003 (Qld). As such, WMX cannot be held liable in negligence for harm suffered as a result of any such risks engaged in by the person suffering harm.
- c) I have the necessary physical fitness, skill and experience to competently and safely undertake the Activities.
- d) I do not suffer from any medical conditions which might prevent or impede me from competently and safely undertaking the Activities.
- e) I agree to be bound by and to follow all rules, regulations and all lawful instructions and directions of Willowbank MX, its directors, officers, employees, promoters, land owners and lessees of the Park, contractors and volunteers (collectively "Willowbank MX") whilst in the Park and confirm I have read and understand the WMX Rules and Regulations. If I fail to comply with such rules, regulations, instructions and directions, WMX may at its sole discretion require me to leave the Park and suspend or ban me from entering the Park in the future.
- f) I understand that I am forbidden to be under the influence, or in the possession of, any alcohol or drugs whilst in the Park and accept full responsibility for any injury, loss or damages suffered by myself, or any other person, arising out of my consumption or possession of alcohol or drugs.
- g) I will be solely responsible for my health and safety whilst in the Park and carrying out the Activities, including but not limited to my hydration, nutrition and sun protection.
- h) I accept the venue as it stands with all or any defects, hidden or exposed. I acknowledge that the Park may contain hazards and dangers so numerous that there may not be warning signs indicating those dangers, they may vary without warning or predictability, and there may be no adequate facilities for treatment or transport for me if I am injured.
- i) In the event that I should be injured or fall ill, I authorise Willowbank MX, at my own expense, to take whatever steps may be indicated in its judgment and discretion to provide first aid and to seek medical attention for me, and I agree to indemnify WMX and hold it harmless from any good faith decisions on its part.
- j) I will have sole responsibility for my personal property whilst in the Park. WMX are not responsible for any loss of or damage to my personal property, even in the event WMX offers to safeguard or store my personal property on my behalf.
- k) I will have sole responsibility for the repair, safety and working order of the motorcycle I ride or other equipment I use for the Activities. I release WMX from all liability relating to any injury, psychological injury and trauma, illness, disability, death, or loss and damage to my person and belongings sustained as a result of operating or using such equipment. I acknowledge that WMX are not obliged to perform any repairs or work on that equipment. If WMX does perform any repairs or work on my equipment, it shall be at my own cost, and I acknowledge that WMX does not make any warranty, implied or express, that the work will be provided with due care and skill nor offer any guarantee in respect of that work. I acknowledge that WMX does not make any warranty, implied or express that any materials provided in connection with the services will be fit for the purpose for which they are supplied.
- l) Myself, my executors, administrators, heirs, next-of-kin, successors and assigns, waive and release all claims I may have against WMX (or its successors and assigns) including any or all claims for injury, death, psychological injury and trauma, illness, disability, loss or damages arising out of or in connection with my presence in the Park and carrying out of the Activities, together with any costs (including legal fees) that may be incurred as a result of such claims. This Liability Waiver and release includes, without limitation, any injury, psychological injury and trauma, illness, disability, death, or loss and damage to my person and belongings which may be caused by any act, omission or negligence of Willowbank MX.
- m) Myself, my executors, administrators, heirs, next-of-kin, successors and assigns, indemnify and hold harmless WMX (and its successors and assigns) against any claim that I or any one or more of my executors, administrators, heirs, next-of-kin, successors and assigns may have or assert and against any related costs (including legal fees).
- n) I indemnify WMX from any claim that may be brought against WMX by a third party arising out of or in connection with my negligence, or any act or omission by me.
- o) WMX will not be liable to me for any special, incidental, punitive, indirect or consequential damages, whether based on breach of contract, tort, negligence or otherwise.
- p) All my dealings with WMX (including any claim | assert) are governed by the exclusive jurisdiction of the laws of Queensland, Australia.
- q) I will complete a signed Liability Waiver prior to, or as soon as possible, after entering the Park and prior to commencing any Activities. If I am under the age of 18 years of age, I must have the Liability Waiver signed by my parent/legal guardian or an adult who has duly completed and signed a Deed of Appointment of Temporary Guardian. All Liability Waivers must be signed in the presence of WMX staff.
- r) Children 16 and under must be accompanied by an adult.
- s) I acknowledge that | have read this Liability Waiver, release and assumption of risk. I fully understand its terms. I consent and agree to this document freely and voluntarily without any inducement made to me.

EXECUTED BY:

Name of participant

Signature of participant

Date of signing

Name of parent/guardian (if participant under 18 years)

Signature of parent/guardian