



I am aware of the risks, dangers and hazards associated with mountain biking and freely accept and fully assume all such risks. Damages and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of my participation in mountain biking at Kooralbyn Valley MTN Bike Park and my use of services, equipment, and facilities at Kooralbyn Valley MTN Bike Park and for other good and valuable consideration the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

1. TO WAIVE ANY ALL CLAIMS that I have or may in the future have against the RELEASES AND TO RELEASE THE RELEASES from all liability for any loss, damage, expenses or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in mountain biking. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BRACHS OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS, LIABILITY ACT ON THE PART OF THE RELEASEEES, I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE RASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for all liability for any property damage, loss or personal injury to any third party resulting from my participation in mountain biking and while on the property.
3. This release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. This release agreement and any rights, duties, and obligations as between the parties to this release agreement shall be governed by and interpreted solely in accordance with Australian law.
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Australian law.

This agreement shall apply to all subsequent bike pass and membership renewals. In entering into this release agreement, I am not relying on any oral or written representation or statements made by the releases with the respect to the safety of mountain biking other than what is set forth in this release agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVERING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, ECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESETATIVE MAY HAVE AGAINST THE RELEASEES.

### **NOTICE TO RIDERS, PARENTS AND GUARDIANS**

If you are new to the Kooralbyn Valley MTB Park, please take the time to read this document carefully.

Injuries are a common and expected part of mountain biking. More challenging terrain should not be attempted until the rider has appropriate skill, experience, and equipment.