

Stay Upright™

MOTORCYCLE TECHNIQUES

A DIVISION OF STAY UPRIGHT PTY LTD INCORPORATED IN NSW 1981 - ABN 41 002 099 069

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APPLICATION FOR INSTRUCTION & RISK WARNING AGREEMENT

I hereby apply to Stay Upright P/L to undertake motorcycle (including All Terrain Vehicle - ATV) rider training and or testing upon the understanding that acceptance by Stay Upright P/L to allow me to participate and provide me riding tuition is conditional upon my acceptance with the terms specified below.

I acknowledge that motorcycling is dangerous and I could be exposed to serious personal injury.

I agree that my safety cannot be guaranteed by Stay Upright P/L. Because motorcycles do not have dual controls for instruction, I acknowledge I will be the sole person controlling the vehicle.

I understand the nature of instruction given will be to the current industry standard. I will be fully responsible for my own riding actions and remain liable for the consequences.

I agree that any injuries or damages which I sustain in any way arising out of attendance at motorcycle training or testing or by riding a motorcycle or acceptance of tuition, instructions, or directions from an instructor, servant or agent of Stay Upright P/L or arising from any action, neglect or fault of Stay Upright P/L, its instructors, servants or agents, or arising from any act, neglect or fault of any other person attending or taking part in any associated activities, shall be my own responsibility.

I agree with Stay Upright P/L, its instructors, servants and agents on behalf of myself, my family, executors, administrators or heirs that I and they shall not bring any action, in any Court against any or all of Stay Upright P/L, its instructors, servants or agents, claiming damages or other relief in respect of any injury or damage, whether arising from this agreement or independently of it.

I and my family, executors, administrators or heirs agree to indemnify and keep indemnified and save harmless Stay Upright P/L, its instructors, servants and agents from and against all actions, claims, costs, expenses and demands in respect of death, injury, loss of or damage to personal property including but not limited to spectators, guests and other persons caused by me and whether arising from this agreement or independently of it.

I agree that each instructor, servant or agent of Stay Upright P/L, whether employed or not, shall be deemed to have become a party to this agreement and deemed to have actual and implied knowledge of it from the date I deliver this agreement to Stay Upright P/L or from the date such instructor, employee, servant or agent commences to act for, or on behalf of Stay Upright P/L.

I agree that my delivery of this agreement shall be deemed to be my offer to be bound by the terms hereof and that acceptance of such offer need not be communicated to me but may be evidenced by provision of a motorcycle (or ATV), or acceptance into a course, or by the supply of tuition or testing, instructions or directions by any of Stay Upright P/L instructors, servants or agents and I agree that such acceptance shall be deemed to constitute agreement to all parties aforementioned in this agreement.

I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT AND THE RISK WARNING AND CONSENT TO ENTER INTO THIS AGREEMENT.



PROUDLY SUPPORTED BY

