

VT1300CX

Honda Australia Motorcycle and Power Equipment Pty Ltd • ABN 96 006 662 862

EXCLUSION OF LIABILITY & INDEMNITY

WARNING

THIS IS AN IMPORTANT DOCUMENT. IT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PARTICULARLY ANY RIGHT YOU MAY OTHERWISE HAVE TO CLAIM COMPENSATION IF YOU SUFFER INJURY. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND AND AGREE TO IT.

VT1300CX BLAST OFF TOUR

Name of promotion: _____ (Your dealership name here)
Location of promotion: _____ (Your township here) Date/s: _____ (Date of event here)
Riders name: _____
Address: _____

Postcode: _____ Date of Birth: _____
Licence No: _____ State: _____ Expiry: _____
Phone: _____ (Home) _____ (Mob) _____
Emergency Contact: Name: _____ Phone: _____
Motorcycle loaned: Model: VTX1300CX Rego # _____

I understand that it is a condition of my attendance at the Promotion conducted by Honda Australia Motorcycle and Power Equipment Pty Ltd or any of its officers, employees, agents or contractors ("Honda MPE") that I acknowledge and agree to the following terms and conditions:

Acknowledgements

I acknowledge that:

- My use of a motorcycle is potentially hazardous and can lead to injury, damage and loss (to person and/or property), including from incidents caused by me, by another person or by the nature of riding a motorcycle. I use the motorcycle entirely at my own risk.
- I will not use a motorcycle on any road, highway or in any other public place, unless I hold an appropriate licence or permit.
- Whenever I am on Honda MPE premises (including any race track or other premises used for a Honda MPE ride day) I will comply with the directions of Honda MPE.

Conditions of use of motorcycles, facilities and other equipment

I agree with Honda MPE that:

- I shall at all times while using a motorcycle act in a safe manner generally and wear appropriate safety clothing in accordance with any requirement of law or direction given by Honda MPE.
- Honda MPE will not be liable for or in respect of any proceeding, claim, loss, damage, cost, penalty or fine arising from any death or personal injury occurring or suffered at any time as a result of or in connection with my use of the motorcycle or attendance at, or participation in, the Promotion or any other similar promotional activity conducted by Honda MPE ("Honda MPE Event") whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda MPE.
- Except to the extent that the *Trade Practices Act 1974* (Cth) or the *Fair Trading Act 1997* apply such that liability cannot be excluded or limited, Honda MPE will not be liable for or in respect of any proceeding, claim, loss, damage, cost, penalty or fine suffered, incurred or arising at any time by me or in my favour as a result of or in connection with my use of a motorcycle or attendance at, or participation in, a Honda MPE Event whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda MPE.

- I indemnify Honda MPE to the extent permitted under the *Trade Practices Act 1974 (Cth)*, the *Fair Trading Act 1987* or otherwise by law in respect of any proceedings, claims, losses, damages, injuries (including death), costs, penalties or fines arising as a result of or in connection with my use of a motorcycle or attendance at, or participation in, a Honda MPE Event whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda MPE,
- During a Honda MPE Event I will not ride a motorcycle in a manner that contravenes any law.
- I consent to medical treatment for any injury, accident or illness arising from or occurring during a Honda MPE Event.
- There is a \$5,000 Insurance Excess payable if a motorcycle used by the rider supplied by Honda MPE is damaged whilst under the rider's control.
- Honda MPE contracts on its own behalf and on behalf of and as trustee for its officers and promoters, and their respective employees, agents and contractors and on behalf of and as trustee for its own employees, agents and contractors.
- Any Honda MPE Event may be postponed, terminated or cancelled (whether or not due to some fault of Honda MPE) without notice to me but I will not as a result be entitled to any whole or partial refund of fees paid nor to any reduction or waiver of fees not paid.

Warranties

I warrant to Honda MPE that:

- I am not subject to any illness, injury or condition or any other matter or thing such that I am not reasonably capable of participating in a Honda MPE Event and I have not received any advice from a medical practitioner to the contrary.
- Any motorcycle provided or used by me in connection with the Promotion (other than one provided by Honda MPE) is registered and is in a condition suitable for a Honda MPE Event.
- I agree to ride the motorcycle only in the permitted areas as determined by Honda MPE.
- Where a Highway is included in the permitted areas I warrant that:
 - (1) I am of Licence Age or older; and
 - (2) I hold the driving licence the details of which appear in the Schedule and that the licence is current.

In this paragraph:

- (a) "Highway" means highway as defined in section 3 of the *Road Safety Act 1986 (Vic)* or where applicable the equivalent definitions in the corresponding legislation in other States and Territories; and
- (b) "Licence Age" means 18 years (where the Permitted Areas are in Victoria) or the minimum age at which a driver's licence may be granted (where the Permitted Areas are in another State or Territory).

I understand that by signing this document I am agreeing to each of the matters set out above and that, as a result, my legal rights and obligations will be affected.

Please sign at event - Dated:

.....
Signature of Rider
(BLOCK LETTERS)

.....
Signature of Witness

.....
Name of Witness

Privacy Notice

The personal information that you provide on this form:

- is collected by Honda MPE;
- is used to administer the program in which the rider is participating; and
- can be accessed and corrected if required by contacting: Honda MPE Marketing Department on 03 9270 1111 or mcmktg@hondampe.com.au

The information collected by us may be used to provide you with information about other products from Honda MPE. If you do not wish to receive that information, please tick the box []

The information collected by Honda MPE may be shared with entities related to Honda MPE so that they can send you information about Honda MPE products.

If you do not wish information about you to be shared with entities related to Honda MPE please tick the box []