

# MTBSkills.com.au

## Waiver – Statement of risks and client responsibilities

**(PLEASE READ AND FULLY UNDERSTAND – you will be tested)**

Name of Participant: \_\_\_\_\_ Age of Participant: \_\_\_\_\_ Date of course: \_\_\_/\_\_\_/\_\_\_

Location of Course: \_\_\_\_\_

Emergency contact details(name, number): \_\_\_\_\_

1. I, the undersigned participant, being eighteen years of older, or the legal guardian of participant/s under the age of eighteen, in consideration of services rendered by MTBSkills.com.au, do hereby waive on my behalf and that of my heirs, any and all claims, causes of actions, or demands of any kind against MTBSkills.com.au and its employees and or contractors for any injuries, death, illness or material loss that may occur from participation by myself and those under my legal guardianship in any activities led, guided or instructed by MTBSkills instructors.
2. I understand that recreational endeavors such as mountain biking are by nature, inherently dangerous and that with this activity come risk of injury or death. I understand and agree that for the duration of the above mentioned tour/clinic/camp, I am fully responsible for my health and safety, as well as the health and safety of above mentioned minor(s) under my legal guardianship and I accept and assume all responsibility for injury, death, or property damage arising from participation in this activity.
3. My participation in MTBSkills.com.au tours, skills clinics, camps is purely voluntary and I elect to do so in spite of the risks. These risks include, but are not limited to, the following dangers: 1. Latent for apparent defects in equipment; 2. Use and operation of equipment; 3. Rugged conditions, primitive trails, rocky ground, cliffs, steep grades, vertical exposure, sharp turns, motor vehicles; 4. Weather conditions creating slippery trails, lightning, and risks of exposure; 5. Illness due to dehydration, heat exhaustion, hypothermia, fatigue, etc.;6. Dangerous wildlife such as bees, wasps, mad magpies, poisonous snakes, the erratic behavior or kangaroos and wallabies darting onto trails and spiders etc .
4. I understand and acknowledge that no medical benefits will be provided to me during this event. I certify that I (or those under my guardianship) am/are in good physical condition and have no maladies that impair motor skills, endurance, or could hinder or effect in any way emergency medical attention. Any allergies to certain foods, bee stings, wasps etc...have been listed on the questionnaire form. Any other medical issues such as asthma, epilepsy have also been mentioned in the participant questionnaire along with my management plan. I agree to carry my medication with me and notify instructor of my medication and emergency plan. I am personally capable of paying for any property damage and/or bodily injury that may occur to myself and/or any of the above mentioned minor(s) under my legal guardianship. I understand that I am fully responsible for the cost of rescue or ambulance should the need arise during this event.

**4a. MTBSkills.com.au HIGHLY recommends all participants have current AMBULANCE cover and PRIVATE HEALTH INSURANCE. MTBSKILLS.com.au will not be responsible for any medical costs whatsoever. Further, in case of serious accidents an Ambulance will be called as a matter of FIRST PRIORITY. You the participant will be responsible for costs associated should you require an Ambulance.**

**Ambulance cover is obtainable for only \$60 per year for singles. – See [www.ambulance-vic.com.au](http://www.ambulance-vic.com.au)**

**MTBA membership is approximately \$100 per year and comes with a very good personal accident cover. See: [www.mtba.asn.au](http://www.mtba.asn.au)**

5. \_\_\_\_\_(participant to initial) I have inspected my equipment as per MTBSkills.com.au CHECKLIST, have had it checked by a professional bicycle mechanic and deem it safe and suitable for use. I hereby state that I understand how to use the brakes and shifting mechanisms on my bike.
6. **CANCELLATION POLICY – IMPORTANT / PLEASE READ!**  
I am aware of the following conditions on cancellation policy:
  - A. All fees are paid in advance.
  - B. Cancellations made prior to 5 working days before course date are eligible for the following: 50% of course cost can be used to transfer to a future course or credited towards a new participant whom you nominate. You / or nominated participant will be required to pay the difference in the fees towards the new course. (e.g.: Course cost is \$130, you cancel. You then carry over \$65 credit towards a future course.)
  - C. Cancellations made within 5 days of advertised course date will not be eligible for the transfer credit, no refunds given. MTBSkills instructors may decide to cancel session due to unsafe and / or unsuitable riding weather. Credit will apply in this circumstance toward future courses. Note: Decision will be made by staff only & you will be advised at the earliest and most convenient time.

Full Name and Address:

Signed:

Date: