

## League of Trail Indemnity and Release Form

By agreeing to this document I understand that League of Trail are not responsible for any injuries or damages incurred during the provision of this mountain biking trip/service.

As the individual responsible for making this booking I accept responsibility in accepting these terms and conditions:

- I understand that mountain biking is an inherently dangerous activity and that I am responsible for my own actions and equipment at all times
- I understand that components of this tour are held in remote locations where emergency medical treatment is more than 60 minutes away.
- I accept responsibility for assessing mountain bike trails and ensuring my skills are adequate to ride those trails. I will notify League of Trail immediately of any concerns I have about my ability to ride a trail in a safe and controlled manner.
- I understand that I cannot hold League of Trail liable for any injury or damage to myself or equipment under any circumstances
- I understand that it is my responsibility to wear any compulsory protective clothing/items required by League of Trail, the landholders and/or local laws.
- I accept that League of Trail are not responsible for any damages that may occur to my bike or equipment during transportation or riding
- I understand that if any specific tours have terms and conditions listed on the League of Trail website ([www.leagueoftrail.com.au](http://www.leagueoftrail.com.au)) and I am booking that trip; then I agree to them by approving this document
- If there are any flights or transfers included in the travel for this tour I understand that it is my responsibility to ensure that my luggage fits within the airlines weight and size limitations. Any additional fees for oversize or overweight baggage will be at the passenger's expense.
- I understand that proof of personal insurance (including travel insurance) is required to participate in any service offered by League of Trail.

If you agree to the information in this form, you waive your rights to sue League of Trail for losses relating to death, personal injury or any damage caused to equipment. This includes death, injury and damage to property/equipment of third parties. Agreeing to this form does not affect any rights that you may have under any Acts or laws.

You should be aware that agreeing to this form may have an effect on any insurance policy that covers you for death or personal injury. If you have any concerns about the effect of signing this form you should discuss this with your insurer or legal adviser.

## **Cancellations**

All cancellations must be made in writing (email) to League of Trail. Cancellation assessments will be made on the date League of Trail receives the request. If cancelling the following policy applies:

- 60+ days prior to your trip: your deposit will be held and can be applied to any of our ride at another time
- 30-59 days prior to your trip: your deposit will held forfeited unless you are able to find someone to replace you on the trip and they cover all expenses.
- 0-29 days prior to your trip: all monies paid will be forfeited

## **Declaration and signature of person about to use these services**

- I understand that the recreational services about to be sold as set out in this form are inherently dangerous and may cause personal injury or death.
- By agreeing to this form I understand that I waive my rights to sue the seller for losses relating to my death, personal injury or any damage to equipment such as bicycle and helmet. This includes death, injury and damage to equipment of 3<sup>rd</sup> parties
- I give approval for my email address to be added to the League of Trail database which will subscribe me to receive newsletters
- I give approval for any photographs/video taken of my to be used by League of trail for media purposes
- I understand that by agreeing to this document I agree to all statements made within it
- I understand that if the seller has not complied with any law about the proper completion of this form and how my approval is obtained (eg. If the seller has made a false or misleading statement in relation to the steps taken by the seller to avoid the danger of death or personal injury), or has acted recklessly, the seller cannot enforce this waiver

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_