

PLEASE COMPLETE BOTH SIDES

HONDA AUSTRALIA ROADCRAFT TRAINING - EXCLUSION OF LIABILITY AND INDEMNITY

This is an important document. It affects your legal rights and obligations, including rights you may otherwise have to claim compensation if you suffer injury while undertaking Training. Read it carefully and do not sign it unless you are satisfied that you understand and agree to it.

I understand that it is a condition of my participation in Training (Training) to be conducted by Honda Australia Motorcycle and Power Equipment Pty Ltd (trading as Honda Australia Roadcraft Training) (Honda) that I acknowledge and agree to the following terms and conditions:

Acknowledgements I acknowledge that:

- Participation in Training 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 the Training. I participate in the Training entirely at my own risk. I acknowledge the obvious and inherent risks in undertaking such activities and by participating in the Training, I assume all risks of personal injury (including death or serious injury) and damage to property voluntarily.
- Participation in the Training will not entitle me to operate a vehicle on any road, highway or in any other public place unless I hold an appropriate licence or permit.
- Whenever I am on Honda premises I will be subject to the directions of Honda, its employees and agents. Honda has the right to exclude me from operating a vehicle during the Training and/or to remove me from Honda premises at any time, and its employees and agents can exercise that right in their absolute discretion.
- I am not entitled to participate in any Training course which, by law, requires that I hold a licence or permit if I do not hold that licence or permit, whether by reason of disqualification, suspension or otherwise.

Agreement I agree with Honda that:

1. I shall at all times, while operating a vehicle in the course of the Training, wear appropriate safety clothing in accordance with any requirement of Honda.
2. Subject to paragraph 5 below, Honda and its directors, officers, employees, agents and contractors will not be liable to me, and I waive any right I may have against them for or in respect of any proceeding, claim, loss, damage, injury (including death), cost, penalty or fine that is suffered, incurred or arises in connection with my attendance at, or participation in, Training, whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda or any of its directors, officers, employees, agents or contractors.
3. Subject to paragraph 5 below, I indemnify Honda and its directors, officers, employees, agents and contractors in respect of any proceedings, claims, losses, damages, injuries (including death), costs, penalties or fines arising in connection with my attendance at, or participation in, Training, whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda or any of its directors, officers, employees, agents or contractors.
4. If I am undertaking the Training for the purposes of recreation, enjoyment or leisure, Honda and its directors, officers, employees, agents and contractors will not be liable for any proceeding, claim, loss or damage with respect to:
 - a) death; or
 - b) any physical or mental injury (including the aggravation, acceleration or recurrence of any such injury)that is suffered by me in connection with my attendance at, or participation in, the Training and which arises from any failure to comply with a consumer guarantee that applies under the Australian Consumer Law, other than with respect to any significant personal injury that is caused by reckless conduct of Honda.
5. The exclusion of liability provided in paragraph 2 above and the indemnity provided in paragraph 3 above do not apply to any liability that cannot be excluded or limited in accordance with the *Australian Consumer Law* or the *Australian Consumer Law (NSW)*.
6. Any Training course may be postponed, terminated or cancelled (whether or not due to some fault of Honda) 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.
7. During Training, I will not operate a vehicle in a manner that contravenes any law.
8. I consent to medical treatment for any injury, accident or illness arising from or occurring during any Training.

Warranties I warrant to Honda that:

- I do not have any illness, injury or condition or any other matter or thing such that I am not reasonably capable of operating a vehicle during the Training, and I have not received any advice from a medical practitioner to the contrary.
- If, at any time between signing this document or agreeing to participate in the Training, I become unwell or suffer any illness, injury or condition or any other matter or thing, such that I am not reasonably capable of operating a vehicle during the Training, or which would put the health of Honda staff, other participants or any other persons on the Honda premises at risk, I will notify Honda of this change in my health and circumstances and not participate in the Training.
- Any vehicle provided or used by me (other than one provided by Honda) is registered and is in a condition suitable for use in Training.

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.

HART ENROLMENT FORM

PRIVACY NOTICE

The personal information that you provide on this form:

- Is collected for Honda Australia Motorcycle and Power Equipment Pty Ltd ACN 006662862 (trading as Honda Australia Roadcraft Training)
- Is used primarily to administer the rider Training and other programs in which you wish to participate. You will be unable to participate in HART programs if you do not supply this information.
- Can be accessed by you by contacting:

Privacy Officer
Honda MPE
1954-1956 Hume Hwy
Campbellfield, Victoria 3061
Tel (03) 9270 1111 Fax (03) 9270 1133
privacy.officer@honda.com.au

FIRST NAME SURNAME

DATE OF BIRTH / / GENDER Male Female Other

ADDRESS SUBURB P/CODE

MOBILE EMAIL

NSW LICENCE or TRANSPORT for NSW CUSTOMER NUMBER

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Is your licence currently under suspension or cancellation anywhere in Australia? NO YES

DO YOU HOLD:

- CAR LICENCE
- CAR LEARNER/PROVISIONAL
- MOTORCYCLE LICENCE
- MOTORCYCLE LEARNER / PROVISIONAL

PARTICIPANT SIGNATURE

DATE / /

EMERGENCY CONTACT

Relationship

Name

Mobile

OPTIONAL INFORMATION

Honda would like to notify you when you are eligible for the next stage in your training and keep you informed of upcoming course discounts and special offers. Would you like to receive this information?

Please tick