

INDEMNITY FORM

PLEASE COMPLETE ALL PAGES

HONDA AUSTRALIA RIDER TRAINING - EXCLUSION OF LIABILITY & 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. Read it carefully and do not sign it unless you are satisfied that you understand and agree to it.

Name:.....

Address:

I understand that it is a condition of my participation in a motorcycle rider training course conducted by Honda Australia Motorcycle and Power Equipment Pty Ltd (trading as Honda Australia Rider Training) ("**Honda**") that I acknowledge and agree to the following terms and conditions:

Acknowledgements I acknowledge that:

- Participation in rider 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 rider training. I participate in rider training entirely at my own risk. I acknowledge the obvious and inherent risks in undertaking such activities and by participating in the rider training course, I assume all risks of personal injury (including death or serious injury) and damage to property voluntarily.
- Participation in rider training will not entitle me to ride a motorcycle on any road, highway or in any other public place, unless I hold an appropriate licence or permit or am being assessed for a licence or permit.
- Whenever I am on HART premises I will be subject to the directions of Honda, its employees and agents. Honda has the right to exclude me from rider training and/or to remove me from HART 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 rider 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:

- I shall at all times during rider training wear appropriate safety clothing in accordance with any requirement of Honda.
- Except to the extent that the *Australian Consumer Law* under Schedule 2 of the *Competition and Consumer Act 2010* (Cth), or the *Australian Consumer Law and Fair Trading Act 2012* (Vic) applies such that liability cannot be excluded or limited, Honda and its officers, employees, agents and contractors will not be liable for or in respect of any proceeding, claim, loss, damage, injury (including death), 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 attendance at, or participation in, rider 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 officers, employees, agents or contractors.
- If I am undertaking rider training for the purposes of recreation, enjoyment or leisure, Honda and its officers, employees, agents and contractors 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 attendance at, or participation in, rider 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 officers, employees, agents or contractors. So far as this clause operates to exclude conditions that would otherwise be implied in this agreement by the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the following particulars are applicable:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW (VICTORIA)

Under the provisions of the *Australian Consumer Law (Victoria)* several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- Rendered with due care and skill; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. *Gross negligence*, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission, as defined in regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Please turn over



- I indemnify Honda and its officers, employees, agents and contractors to the extent permitted under the *Australian Consumer Law* 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 attendance at, or participation in, rider 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 officers, employees, agents or contractors.
- Any rider 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.
- During rider training 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 rider 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 participating in rider 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 rider training course and participating in rider training course, 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 rider training course, 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 rider training course at this time.
- Any motorcycle provided or used by me (other than one provided by Honda) is registered and is in a condition suitable for rider 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.

Signed:

Dated:/...../...../

H.A.R.T 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 Rider 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

SURNAME: **GIVEN NAME:**

DATE OF BIRTH:/...../..... **SEX:** M F

ADDRESS:

POSTCODE:.....

TEL: (H) **(W)** **(M)**

EMAIL:

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LICENCE NUMBER

DO YOU HOLD: CAR LICENCE CAR LEARNER MOTORCYCLE LICENCE MOTORCYCLE LEARNER

IS YOUR LICENCE/LEARNERS PERMIT CURRENTLY UNDER SUSPENSION OR CANCELLATION ANYWHERE IN AUSTRALIA? YES / NO Please tick

SIGNATURE: **NEXT OF KIN:**

DATE:/...../..... **TEL: (H)**

(W)

OPTIONAL INFORMATION

- I would like to be reminded by HART when I am eligible to take the next step in getting my licence, if my permit is about to expire and HART special offers and promotions
 Please tick the box