

CONSENT & WAIVER



ASSUMPTION OF RISK & CONSENT ALL PERSONS UNDERTAKING A TOUR OR REQUIRING EQUIPMENT MUST COMPLETE THIS INDIVIDUALLY.

Activity type: Guided Adventure Tour Other _____

I am aware that while every care is taken to provide a safe and enjoyable experience, electric mountain bike riding does have an element of risk and may result in serious injury. I understand that beyond the inherent risks and dangers associated with participating in this electric mountain bike riding activity there may be additional dangers and risks.

- a. I acknowledge that whilst Trigonía Innovations (trading as Tasmanian E-Bike Adventures) and its staff will make every reasonable effort to minimise exposure to known and inherent risks associated with the guided E-bike riding activity, walking on and off tracks and other programmed activities conducted, not all dangers can be foreseen. Risks include, but are not limited to, loss or damage to personal property, injury, illness or fatality due to inclement weather, slipping, falling, collision with my own, other vehicles or wildlife, falling tree limbs; physical, mental, social or emotional demands, insect bites and stings, snake bite and accidents when travelling to or from destination which may result in serious injury or death;
- b. I acknowledge, understand and accept that ELECTRIC MOUNTAIN BIKE RIDING IS A RISK RECREATIONAL ACTIVITY and that I have been made aware of and have individually assessed the risks that may arise from the activity and have personally and individually made a decision to participate in the activity;

I have read and indicated with a tick below my acceptance of the following conditions of participation. Parent/guardian to discuss with and complete on behalf of participants under the age of 18:

- 1 I have a personal duty and responsibility to learn and comply with all safety guidelines and procedures and follow instructions or directions given by instructors/leaders, representatives or agents of Tasmanian E-bike Adventures;
- 2 I am sufficiently fit to participate and agree to wear the helmet at all times while riding;
- 3 I agree to not consume alcohol or use any medicines or substances prior to the activity that will inhibit my mental or physical ability to safely and effectively participate;
- 4 I understand it is my responsibility to inform Tasmanian E-bike Adventures staff of any medical information related to physical or medical conditions I have that may affect my ability to participate in this activity;
- 5 I agree to notify the staff of any changes to my health and fitness which may occur before or during the activity and if I wish to stop participating, I must inform Tasmanian E-bike Adventures staff of this decision;
- 6 I agree that Tasmanian E-bike Adventures reserves the right to delay/reschedule or cancel the activity in the event of extreme weather or for any reason that they consider necessary to protect participants;
- 7 I agree that I am expected to exhibit appropriate behaviour at all times and to obey all local, state and federal civil and criminal laws at all times while participating;
- 8 I understand Tasmanian E-Bike Adventures employees or agents can for whatever reason and in their absolute discretion, refuse my participation, for any reason whatsoever;
- 9 I and my representatives or agents indemnify Tasmanian E-Bike Adventures, past and present employees and agents, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

Optional

- 10 I DO/ DO NOT consent to the use of my/ my minor's image in photographs, or video recordings taken for use in training, advertising, marketing or promotion in print, radio, online and via social media. I also assign

all rights, title, and interest in any and all photographs, video recordings or other records of me during participation.

2. MEDICAL INFORMATION

Please circle and complete. Parent/guardian to discuss with and complete on behalf of a participant under the age of 18.

- 11 I DO/DO NOT have a physical or medical condition that may affect or be aggravated by participation. For example, asthma, diabetes, epilepsy, fainting/dizziness, allergic reactions, contagious or infectious conditions, conditions that may affect bleeding/blood clotting, conditions affecting balance, other injuries such as back, knee, ankle, disability or medical conditions such as pregnancy and repetitive strain injury [RSI].

If yes, please list and detail any relevant medications or treatment plans that may apply during participation:

- 12 I give my consent to Tasmanian E-Bike Adventures staff, representatives or agents to provide or arrange for provision of medical treatment or rescue services as they see fit should I become ill or injured. _____

Optional: My private health cover details are: _____

3. RELEASE OF LIABILITY

By signing this agreement I voluntarily and completely assume all risks arising from this activity or uncontrolled rental including the possibility of personal injury, fatality, property damage or the loss of any kind whatsoever suffered or incurred by me even if such injury, fatality or loss was caused by or contributed to by the act, default or omission (amounting to negligence or otherwise) of Tasmanian E-Bike Adventures and its staff. I, my heirs, executors, representatives or agents waive any and all claims I may now or in the future have against, and release from all liability Tasmanian E-Bike Adventures, the various land management authorities who grant Tasmanian E-Bike Adventures the license to operate and all its servants or agents to the extent permitted by law.

- a. I understand that in addition to the inherent risks and dangers associated with participating in this activity there may be additional dangers and risks that may include but are not limited to: physical exertion, remoteness to normal medical services, evacuation difficulties if I am disabled and weather extremes subject to sudden and unexpected change;
- b. I acknowledge that whilst Tasmanian E-Bike Adventures staff will make every reasonable effort to minimise the inherent risks of adventure E-Bike riding and associated tour activities, some risks are beyond their control and they cannot guarantee my total safety;
- c. I acknowledge that Tasmanian E-Bike Adventures is not responsible for the actions of third parties which may cause injury or damage to the participant or their property including claims caused in whole or part by negligent or intentional acts or omissions of the participant.
- d. In the case of death my heirs, executives, administrators, representatives or agents indemnify Tasmanian E-Bike Adventures, past and present employees and agents, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
- e. Any costs associated by notification or administration, rescue actions, emergency services, medical and ambulance or transport will be my full and complete responsibility.

I verify I have read, understood and accepted the terms of the document as stated above. I understand that this document cannot be amended and that if I do amend or refuse to sign it I cannot participate in this activity.

Full participant name: _____

Participant address: _____

Participant signature: _____ **Date:** _____

Emergency contact name: _____

Phone No: _____



PARENT/GUARDIAN CONSENT & WAIVER

For minors under the age of 18.

To be completed together with the main CONSENT WAIVER

RELEASE OF LIABILITY

I acknowledge that I have the legal authority to complete this form on behalf of the person stated.

Full Name of Minor: _____

Full Name of Parent/Guardian: _____

My relationship is:

- Son Daughter Relative _____
 Guardian: Please specify arrangement _____

My preferred contact details are: phone 1: _____ phone 2: _____

Email: _____

Emergency Contact Information: _____

We acknowledge that I have carefully read and understood the information above, discussed the content and assisted (*full name of minor*) _____ to complete the form. We both agree to the terms of this document and I hereby give my consent for their participation in a guided E-Bike adventure.

In signing this agreement I agree that I assume all risks and hazards of participation of (*full name of minor*) _____ as outlined within Sections 1-3, and waive any and all claims we may have now or in the future against, and release from all liability to the extent permitted by law, Tasmanian E-Bike Adventures, the various land management authorities who grant license to operate and all their _____ servants _____ or _____ agents.

Signature of minor: _____ **Date:** _____
(DD/MM/YYYY)

Signature of Parent/Guardian: _____ **Date:** _____
(DD/MM/YYYY)