

I hereby apply to participate in the off-road motorcycle event referred to as the ("Event") conducted by Moto Trekkin, ("Event Provider") and as such I irrevocably agree to be bound by each and every one of the following Terms and Conditions under all circumstances, from the time I complete and submit my online registration up until the event concludes.

To: Moto Trekkin ("Event Provider")

1. I irrevocably confirm to the Event Provider that I have been provided with the opportunity to view, read, understand and agree to the entire Event Terms and Conditions, before making any financial commitment to this event and before paying the required non-refundable deposit to the Event Provider.
2. I agree that during the online registration process, I have been provided with the opportunity to decline the Event Terms and Conditions and cancel my application to participant in the event, before making any financial commitment to the Event Provider.
3. Therefore, I hereby provide an irrevocable guarantee and faithfully confirm to the Event Provider, that I did not proceed with my online registration, or pay the required non- refundable deposit or other monies and amounts, before reading, understanding and agreeing to each and every Term and Condition presented to me within this document.
4. I understand, acknowledge, and agree that by purchasing and securing my place on this event offered by the Event Provider, that I am legally bound by the following Event Terms and Conditions, commencing from the time of my online registration and initial online agreement to the Terms and Conditions. I hereby provide an irrevocable assurance and agreement to the Event Provider that I will act in accordance with the following Terms and Conditions at all times from the time I complete my online registration, up until the completion of the Event.
5. I understand and agree that the Event Provider may update, change or enhance the Event Terms and Conditions to meet the changing needs of the business, economic, pandemic or weather conditions, as and when necessary to ensure my safety and to protect the commercial interests of the Event Provider. I understand and agree that I may be required to sign an additional updated version of the Event Terms and Conditions before being permitted to attend the Event.
6. I understand and agree that the Event Provider is concerned for each and every participants health and safety during the event. Therefore I agree that **if required** I will be bound by and will submit to any health checks or Covid testing regimes required by the Event Provider. This may include:
 - Arriving at the event sign-on with my own personal rapid antigen test kit.
 - Conducting the test in front of Moto Trekkin paramedic / nursing staff.
 - Produce a negative result before being permitted to commence the event.

7. I confirm and agree that I have read and will comply with the Event Providers documented Covid Safety Plan.
8. I understand and agree that I cannot attend this event in any capacity unless I have had a minimum of two Covid Vaccination shots. I agree to provide any required evidence acceptable to the Event Provider at the Event Sign-on location, to confirm I have been at least double dose vaccinated against Covid 19 and any related variants of the disease. I understand that if I cannot provide acceptable evidence to the Event Provider, I accept, understand and agree that I will be prevented from participating in the event without receiving a refund of my participation fees.
9. I acknowledge there may be participants attending the event that may have underlying health issues which could be life threatening if infected with Covid-19, or any other virus. Therefore, I understand, accept and irrevocably agree to act in a manner that will not potentially spread any virus, illness or sickness, and will do all things necessary to prevent the spread of any virus including immediate self isolation if I experience even the slightest cold or flu symptom. This includes acting in accordance with the Event Providers Covid safety management plan available on the Event Facebook group page.
10. I further agree to present myself for daily temperature and health checks if and when required by the Event Provider. I agree to wear a mask when sharing a room with any other participants, including while sleeping if required by the Event Provider or requested by any other participant in a shared room. I will keep at least a 1.5 meters distance from other participants at all other times, and to immediately report even the mildest symptoms of feeling unwell to the Event Provider. I will continually wash my hands and practise all other Covid Safe hygiene practises as required by any relevant state or federal health laws or as required by the Event Provider.
11. I accept that both on and off-road motorcycle activities are extremely dangerous, and that by engaging in any off-road event arranged or offered by the Event Provider, I will be placing myself in extreme danger. I understand and agree that by participating in this event, I am voluntarily exposing myself to, and accepting all risks and dangers, including the risk of personal injury, permanent disability, and or death, property loss, and motorcycle damage. I therefore accept each and every consequence related to such dangerous activities.
12. I further understand, accept, and irrevocably agree, that I am aware this event may pass through extremely remote locations, using private roads, tracks, fire trails, or any other form of traversable land by motorcycle, including private land, which is not considered a 'public road' at law, or by any state, territory or national governing body. Therefore I understand, accept, and agree that when riding on private land, tracks, fire trails, or any other form of traversable terrain, not considered or gazetted as a public road, that I WILL NOT be covered by any form of Compulsory Third Party, (CTP) or the financial benefits of CTP insurance.

13. The consequences of any accident or injury on private land where I am not covered by CTP insurance has serious personal and financial consequences, which I understand and agree could extend to me being personally liable for entire cost of emergency extraction from the event route, motorcycle recovery, plus any and all medical expenses, including hospitalisation rehabilitation, and loss of income during physical recovery period. I understand and accept that the financial consequences of any accident or injury during my participation in this event are unascertainable and limitless in value or liability, and I voluntarily personally accept all financial consequences.
14. In acknowledging and agreeing to the extreme financial and personal injury risks of participating in this Event, I further understand, acknowledge, and agree that I shall purchase appropriate levels of life and trauma insurance, income protection, comprehensive motorcycle and travel insurance or other insurances I may deem necessary to protect myself. In the event I fail to establish and maintain any adequate insurance protection as advised in this document by the Event Provider, I do so at my own risk.
15. I agree that I will not operate a motorcycle during the event without wearing the adequate safety equipment deemed by the Event Provider as adequate for the event. Adequate safety equipment, means a compliant and approved Australian Standards helmet, displaying the Australian Standards approved sticker. In addition to an Australian Standards approved helmet, I agree I have been advised to wear protective, specifically designed, off-road motorcycle clothing, including a full-length riding jacket and full-length pants that include appropriate impact-absorbing inserts to the back, chest, shoulders elbows forearms hips, and knees. Full length "Off-Road" motorcycle boots with shin and ankle protection, and knee protection devices (knee braces). I agree that the Event Provider has informed me that this type of equipment is designed to protect me in the event of an accident and that in the circumstance where I elect not to procure or wear such equipment during the event, I do so at my own risk accepting all consequences.
16. I agree to be entirely responsible for the control and maintenance of my own mechanically sound motorcycle for my personal use during the event, and shall ensure that my motorcycle's service schedule is up to date by the event sign-on date. I will ensure that any scheduled maintenance service will not fall due at any time during the event. I will ensure that my motorcycle is registered and complies with any relevant state or territory laws, including any additional safety or other requirements outlined by the Event Provider. If my motorcycle develops any mechanical including tyre issues during the event, I will immediately cease participation on the event, until my motorcycle is deemed mechanically sound by the Event Provider.

17. I agree to submit my motorcycle, riding equipment, riders licence, mobile phone and vaccination evidence for inspection and compliance at the event sign-on for maintenance, roadworthy, safety navigation and health verification purposes (scrutineering). The Event Provider reserves the right to refuse my participation in the event, should the condition of my motorcycle, tyres, riding equipment or vaccination records be deemed unsuitable, or otherwise not meet or exceed the Event Provider's safety guidelines, operational standards or event terms and conditions. I accept and agree that in the event I fail the scrutineering process I will be prevented from participating in the event, and that no refund will be provided to me in these circumstances.
18. I agree that I have been advised that that while not compulsory, it is recommend that I commence this event with a brand new set of one hundred percent off-road knobby tyres. I have also been advised that road tyres will not be acceptable to participant in this event.
19. I agree that in the event I require the Event Provider to supply me off -road knobby tyres to commence the event, that it is my entire responsibility to report the correct tyre sizes of my motorcycle to the Event Provider at the time of submitting my tyre order. Failure to report the correct tyre sizes, could either delay, or prevent me from commencing the Event. If I am unable to commence the event for any reason, including providing incorrect tyre sizes to the Event Provider at the time of ordering, I understand, accept, and agree that no refund or compensation of any kind will be provided to me as a result of my error.
20. Any tyres I purchase from the Event Provider will be made available for fitting three (3) days prior to the Event Sign-on day. Specific details related to fitting services such as timings and locations will be provided to me not less than 14 days before the Event Sign-on.
21. When I require the Event Provider to supply tyres to me for this event, I understand I am entitled to complimentary fitting of the new tyres to my motorcycle rims, provided that the tyres were supplied by the event provider and subject to me removing and replacing my motorcycle wheels. If I require the Event Provider to remove and replace my wheels I understand and agree I will be charged a tech labour charge of fifty dollars (\$50) per wheel, which if not paid in advance, is due and payable by credit card only, at the time the service is provided.
22. If my preferred and chosen accommodation package is selected as **"shared"**, I acknowledge and agree that I will be provided with a shared room and shared bathroom, which will be shared to the maximum bed capacity of the space, which will not exceed one bed to every 3sqm of the total accommodation size. If I have indicated that I am attending the event in a shared capacity with a colleague or mate, I understand, accept and agree that we will not be the only people in the room, and we may be required to share with others. Due to the remote nature and large number of participants registered for this event, it is necessary that every bed is allocated in each shared room. Whilst I have elected to share a room and a bathroom, I understand I am not required to share a bed.

23. If my preferred and chosen accommodation package is selected as **“private room shared bathroom”**, I acknowledge and agree that I will be provided with a private bedroom room which could be located within a cabin, villa hotel, resort, holiday home or other accommodation. The definition of ‘private’ relates exclusively to sleeping arrangements, (“Private bedroom”), but does not include private bathroom amenities, living areas or other facilities outside of a private bedroom room that maybe required to be shared.
24. If my preferred and chosen accommodation package is selected as **“private room + private bathroom”**, (the premium option) I acknowledge and agree that I will be provided with a private bedroom room and a private bathroom for each night of the event. I acknowledge and agree that this may require my accommodation to be located away from the main group at various times and may not be located anywhere near my registered riding buddies who may have elected a different style level of accommodation such as shared or camping.
25. I hereby irrevocably and entirely release the Event Provider, it's shareholders, directors, employees, agents, contractors, or any other third party person or entity involved or connected to, or in any way associated with the event. Including but not limited to; sponsors, event participants, landowners, and lessees, from any liability associated with my participation in this event. (Whether arising under statute, contract, or tort including negligence or otherwise), from any, and all actions, claims, costs, expenses, and demands in respect of death, personal injury, disability, or any kind of loss or damage. This includes but is not limited to any direct loss, any special or indirect loss or damage, or loss of profit, revenue or anticipated revenue, loss of bargain, contract, expectation or opportunity and loss of use of property, or damage to a person or property including me, my partners, heirs, executors and administrators, spectators, guests and other persons that has caused or contributed to the event or the Event Provider.
26. The Event Provider reserves the right, at its absolute discretion, to evict me from the event immediately, or to refuse my further participation in any stage of the event, for any non-compliance of direction, or breach of any one of the documented Terms and Conditions within this document. If through my failure to abide by the Terms and Conditions, I am evicted from the event for any reason whatsoever, I understand, accept and irrevocably agree that no refund of my participation fees will be provided to me.
27. I further acknowledge, accept and agree, that should I be unable to adequately control my motorcycle, and cause an accident of any kind resulting in an injury to myself or damage to my motorcycle, and I am subsequently unable to complete the event, I will not be provided with a refund of any amount, irrespective of the timeframe I exit the event.
28. I acknowledge that specific information relating to the event, will be made available to me both before, and during the event, via various forms of communication including; event briefings, video recordings, email, text message, physical print, social media, PDF documents, and information already available on the Event Providers website.

29. I agree that I am solely responsible for my actions whilst in control of, and operating my motorcycle. I hereby give an irrevocable undertaking to the Event Provider and other event participants, never to ride or act in an unsafe manner, to speed or ride in a manner that may endanger other road users or other event participants, pedestrians, or myself. I will obey the road rules of all States and Territories I enter, and or additional road, event routes, operational rules, or conditions placed upon me by the Event Provider. I shall not operate any motorcycle under the influence of any drug or intoxicating substance, or participate in any race or contest during the event.
30. I have been honest and transparent by notifying the Event Provider of any known medical conditions, allergies or medications that are pertinent to me, and which may affect my ability to safely control my motorcycle, or which in the view of the Event Provider if known, would otherwise prevent my participation in the event, or which may affect emergency medical treatment should it be required.
31. I hereby confirm to the Event Provider that I am licensed to operate the motorcycle I am using during the event, and I confirm I hold a full and current motorcycle license which is not under suspension or cancellation.
32. I understand, accept, and agree that the road, and or trail/track conditions encompassing the environment of the training facility, can change suddenly without warning. **It is not the Event Providers responsibility to warn of varying or dangerous road/trail conditions in any way what so ever.** As a licensed motorcycle rider, registering for an off-road motorcycle event, advertised as; suitable for intermediate skilled riders. I agree am solely, completely and entirely responsible for reading the diverse, ever-changing off-road conditions I will encounter during the event. I will constantly adjust my speed and riding style to suit the varying road, trail and weather conditions. If I feel that any lesson or section of the route is too dangerous, or beyond my ability or the facility conditions become unsuitable for my skill level, I will cease riding and participation immediately and request assistance from the Event Provider. If I continue riding in conditions or terrain that is beyond my skill level, I hereby irrevocably confirm, that I do so at my own risk.
33. I understand, acknowledge and irrevocably agree that in the event of any unforeseen weather conditions, border closures or other events or circumstance, which is not caused by, or the direct fault of the Event Provider, that may result in the entire event postponement or cancellation, I will not receive a refund or credit of my participation fee.
34. I agree to wear the event lanyard provided to me by the Event Provider during Sign-on at all times times during the Event. In the case of an accident, injury or death that occurs at any time during the Event, I agree to immediately inform the Event Provider using emergency contact numbers and personal details provided on the Event lanyard.
35. I understand and agree that to participate in this event I must have a valid motorcycle license (which upon request at any time during the Event, must be produced to the Event Provider).

36. I further understand that the Event Provider is not responsible for any of my out of pocket expenses either before, during, or after the event such as fuel, tyres, repairs, motorcycle parts, mini bar expenses, meals, ferry or toll charges or any form of damage or repair to my person or motorcycle or any other expense I incur during the event.
37. I irrevocably agree and provide assurances to the Event Provider that I will engage a roadside assistance service provider of my choice that covers my off-road motorcycle activities and includes recovery and towing from remote locations while participating in this event.
38. I understand and agree that the term “mechanical support” extends to basic mechanical support that may be performed roadside in limited time. Mechanical support does not include major repairs, damage repairs or maintenance type items such as checking tyre pressures, lubing chains, changing air filters, oil or oil filters, drying out a drowned engines or engine repairs.
39. I agree that if my motorcycle breaks down during any stage of the event it will be transported by the Event Provider to the nearest town, after which time it is my responsibility to arrange further transport to the nearest dealership or capable mechanical repairer using the road side assistance program I engaged. I understand and agree that the Event Provider is not required or in anyway responsible for providing towing or transport services for me, my motorcycle or my equipment to the end of the event, or to any other location I may request, other than the nearest town.
40. I understand and agree that emergency fuel, acquired from, or provided by the Event Provider is not included in the participation fee. Emergency fuel issued to me on the route must be purchased from the Event Provider at a price determined by the Event Provider.
41. I understand and agree that all services including meals and accommodation provided to me during this event by the Event Provider, will be strictly in accordance with the information provided to me in writing and documented within the approved event information kit I was able to download from the s website.
42. I unreservedly confirm and irrevocably agree that I was advised in advance of making any payment to the Event Provider, that any deposit or other amount I transmit to the Event Provider at the time of my online registration, or at anytime after registration, is a non-refundable payment. My payment receipt confirms that all payments are non-refundable.

43. I irrevocably agree that the Event Provider reserves the right to postpone, terminate or cancel the event without consultation with me, including changing the event date, the route, or any other aspect of the event, at any time, for any reason deemed necessary by the Event Provider to comply with State or Federal laws imposed on the Event Provider such as border closures, or to ensure my safety, and the safety of all participants engaged in the event. In such extreme circumstances when Force Majeure is declared causing a postponement or cancellation, I acknowledge accept and agree that I will not receive a refund, or credit of any kind or amount, for any services or goods offered by the Event Provider. The Event Provider will reschedule any postponed event, which I shall be permitted to attend for no additional cost. I understand this clause/ provision is an essential term of the Event Terms and Conditions.
44. I accept and irrevocably agree that Cancellations with less than 90 days notice of the event start date, will require me to pay the full amount of my ticket price as as advertised and purchased during my online registration, plus any subsequent upgrades that I ordered such as tyres or pre event training courses. I hereby provide the Event Provider with an irrevocable financial guarantee to pay the remainder of my full ticket price within seven (7) days of my cancellation notice being issued to the Event Provider. This irrevocable financial guarantee is provided by me to the Event Provider in recognition that the Event Provider will not be able to recover the costs of my cancellation should I cancel within (90) days of the scheduled event start date.
45. I understand and agree that any cancellation provisions are exclusively applied only to the time frame leading up to the originally planned and advertised start date of the event. Any rescheduled dates caused by previous postponements due to Covid related, or other factors, are specifically excluded from qualifying as acceptable cancellation notification time frames if any apply.
46. The Event Provider may permit the sale or transfer of my position on the event, provided my replacement participant completes a formal registration in the manner required by the Event Provider. I understand, accept and agree that it is NOT the Event Providers responsibility to resell my position on the event, should I decide to cancel my participation in the event.
47. I understand and agree that The Event Provider may, at any time, transfer its rights and obligations under these terms and conditions, to an alternative supplier to conduct the event.
48. I irrevocably approve the Event Provider to collect personal information to conduct the Event in accordance with the Privacy Act, along with safety and privacy policies developed by the Event Provider. If the personal information requested by the Event Provider is not provided by me, either at the time of event registration or any other time as required by the Event Provider, I will not be able to participate in the event. I agree that the Event Provider may use or disclose my personal information only in the case of a life-threatening event, or to ensure my safety whilst participating in the event. I can request to access, update, or correct any personal information by contacting the Event Manager at adventure@mototrekkin.com.au.

49. I consent to the Event Provider using my name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the event, future events, and or promoting any products manufactured, distributed and/or supplied by the Event Provider. In essence, I hereby irrevocably agree to provide the Event Provider with an irrevocable and perpetual talent waiver that is limitless, enduring and shall never end.
50. I agree that photographs and video footage may only be captured by me during the event for my personal use, unless the Event Provider has otherwise provided written express permission before the event commencement. Video recording of event briefings, or functions including welcome and farewell dinners is strictly prohibited, and may not be used for any commercial or advertising purpose whatsoever, without the express written permission of the Event Provider.
51. I agree that I am required to join the Event Facebook Group which is where information regarding the event will be distributed. If I don't have a Facebook account at the time of registering for the event, I provide an assurance to the Event Provider that I will create one within seven (7) days of completing my online registration.
52. I acknowledge that if any provision, term, or clause of these Terms and Conditions may be deemed unenforceable by any appropriate court of jurisdiction, then the remainder of the collective terms and conditions shall be considered enforceable.
53. I have read, and completely and fully understand all the requirements, responsibilities and consequences before registering and attending this event. I provide all the assurances and agreement within this document of my own free will, after being given ample opportunity to view, read, and understand the entire contents of the event information kit, including each and every paragraph of this document. I further irrevocably and irreversibly agree that I have been provided with the time and opportunity to seek legal advice before agreeing to the terms and conditions within this document.