

FULLY COMPLETED FORM ATTACHED BELOW MUST ACCOMPANY RIDER WITH 18+ GUARDIAN ON DAY. THIS ORIGINAL DOCUMENT WILL BE KEPT AT THE Nunawading and District Motocross ("NDMX") CLUB FOR PROOF OF GUARDIAN.

DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

1. I/We _____ of _____ are the parent(s) or

legal guardian(s) of _____ ("Minor"). The Minor wishes to enter/general ride at NDMX

_____ ("Event") conducted by the parties in schedule 1 below ("Organisers"). I/we consent to the Minor's entry and participation in the Event. *For the avoidance of doubt, "participation in the Event" means and includes any participation whatsoever including, but not limited to, as a rider, competitor, coach, official, mechanic or other volunteer.*

2. I/We appoint and authorise as per schedule 2 entrant. (end of document) schedule 3 general riding/ride. (attached) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event or general riding. For more than one guardian please fill in over the page.

3. I/We acknowledge that motorcycle sport is dangerous and that by engaging in the sport and riding at the club or participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:

(a) the Minor may be injured, physically or mentally, and may be killed;

(b) the Minor's machinery or equipment may be damaged, lost or destroyed;

(c) other competitors may ride dangerously or with lack of skill;

(d) track or event conditions may be hazardous and may vary without warning or predictability;

the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the venue/event are frequently obliged to make decisions under pressure of time and/or events;

(e) any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;

(f) there may be no or inadequate facilities for treatment or transport of the Minor if injured; and

(g) rider/entrants including the Minor have an obligation to themselves and to others to ride/compete safely and within the rules of NDMX.

4. In consideration of the Organiser's accepting the Minor as a general rider or entrant in the Event I/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:

(a) that the Minor participates in the race meeting or rides at my/our sole risk and responsibility; (b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed; (c) that I/We indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

5. I/We release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in general riding or participating in an event.

6. I/We declare that the Minor is medically and physically fit and able to general ride or participate in an Event.

7. I/We authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of general riding or participation in the Event.

8. I/We authorise the Guardian to direct the Minor not to participate in the Event or general ride if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

SIGNED and DELIVERED by: Date:.....

Print Name:.....

Signed: (in the presence of witness:) Date:.....

Print Name of Witness:.....

Schedule 1: (organisers) NDMX; Nunawading and District Motocross Club, Morack Road extension, Vermont South

Schedule 2: Event

Guardian (Print Name).....Guardian signed.....

Schedule 3. General Riding/Ride

Guardian (Print Name).....Guardian signed.....

Parent/Legal Guardian signature Date:

I the above signed (Temporary Guardian and Parent/Legal Guardian) do so in respect of the Deed of Appointment of Temporary Guardianship attached to this document.

Guardian (Print Name).....Guardian signed.....

Parent/Legal Guardian signature Date:

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