

CHAPTER MEMBERSHIP ENROLMENT

2022

Australia / New Zealand



CHAPTER MEMBERSHIP

ENROLMENT FORM AND RELEASE ("ENROLMENT AND RELEASE")

CHAPTER NAME _____

SPONSORING DEALER _____

MEMBER NAME _____

ADDRESS _____

CITY/STATE/POST CODE _____ PHONE NUMBER _____

E-MAIL ADDRESS _____ BIRTHDAY _____

H.O.G. MEMBER NUMBER _____ EXPIRY DATE _____

LOCAL DUES PAID \$ _____ DATE _____

(Dues not to exceed maximum amount prescribed in, "Annual Licence for H.O.G. Chapters

I have read the Annual Licence for H.O.G. Chapters available on the Chapter web site and on members.hog.com and hereby agree to abide by it as a member of this dealer sponsored Chapter. I recognize that, while this Chapter is chartered with the Harley Owners Group (H.O.G.), it remains a separate, independent entity solely responsible for its actions.

- THIS IS A RELEASE, READ BEFORE SIGNING -

In consideration for the opportunity of enrolling as a Chapter member:

- (a) I understand and agree that all H.O.G. members and their guests participate voluntarily in all H.O.G. or H.O.G. chapter activities, "Rides", "Poker Runs", "Rallies", "Field Meets", or any other activities or events ("**EVENT(S)**") which may involve risks of loss and damage to property, injury and death. I am also aware that these risks include the danger of being injured by motorcycles, other motorized vehicles, other objects or the acts of others, and that by attending and participating in **EVENT(S)** I am taking on these risks;
- (b) I agree that, if I am a consumer of "recreational services" (as defined by any relevant law), I will not make any claim against the Sponsoring Dealer, H.O.G., Harley-Davidson Australia Pty Limited, Harley-Davidson, Inc., its affiliates and subsidiaries, Harley-Davidson Motor Company, my Chapter, and their respective officers, directors, employees and agents ("**RELEASED PARTIES**") for any mental or physical injury to me (including paralysis or death), disease or aggravation of an existing condition that is harmful or could cause harm, I suffer as a result of a **RELEASED PARTY**'s breach of its statutory obligation to provide services with due care and skill or which are fit for purpose, or to provide those services in a timely manner, unless that injury is caused by the **RELEASED PARTY**'s reckless conduct;
- (c) I release and discharge the **RELEASED PARTIES** from, and will indemnify them for and against, any and all injury, loss or damage to my person or property, and any and all claims, demands, rights, losses (including loss of profits), damages, costs or expenses (including legal fees and costs of investigation), liabilities or causes of action of any kind whatsoever ("**CLAIMS**"), which may in any way arise out of or in connection with my participation in any **EVENT(S)** where (i) I have agreed not to make a **CLAIM** or (ii) to the extent that the **CLAIM** relates to my negligence, reckless conduct or intentional misconduct.

CONSUMER RIGHTS STATEMENT

As a participant in Chapter activities and other events, you may be a "consumer" of goods and services supplied by the Chapter or the Released Parties for the purposes of consumer protection legislation, including the Australian *Competition and Consumer Act 2010 (Cth)* and equivalent State legislation and the New Zealand *Consumer Guarantees Act 1993* (referred to as "**CONSUMER RIGHTS**").

Except as set out above, or as permitted by law, nothing in this Release is intended to exclude, restrict or modify your **CONSUMER RIGHTS**.

By signing this Enrolment and Release, I certify that I have read this Enrolment and Release and fully understand its contents.

MEMBER SIGNATURE _____ DATE _____

RETURN THIS FORM TO YOUR CHAPTER