

# CHAPTER EVENT RELEASE FORM – ADULTS

2022

Australia/New Zealand (except Victoria & South Australia)



Chapter Name: \_\_\_\_\_ Date: \_\_\_\_\_

Event Name/Location: \_\_\_\_\_

H.O.G. MEMBER NAME: \_\_\_\_\_ H.O.G. NUMBER \_\_\_\_\_

## - THIS IS A RELEASE, READ BEFORE SIGNING -

In consideration for (without limitation) being permitted to participate in the **EVENT(S)** (later defined), I agree to this Release on my own behalf and on behalf of my heirs, personal representatives, administrators, executors, successors and assigns; and

- (a) I wish to participate in the **EVENT(S)** and acknowledge that I benefit from being permitted to participate in the **EVENT(S)**;
- (b) I understand and agree that all Harley Owners Group (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;
- (c) 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 for my membership, H.O.G., Harley-Davidson Australia Pty Limited, Harley-Davidson, Inc., its affiliates and subsidiaries, Harley-Davidson Motor Company, my Chapter, and any of 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;
- (d) 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;
- (e) I agree to comply with any reasonable instructions or directions given by the **RELEASED PARTIES** in relation to the **EVENT(S)** and my attendance at and participation in the **EVENT(S)**. I agree that the **RELEASED PARTIES** may take photographs, images, film footage and other recordings depicting my participation in the **EVENT(S)** and I hereby consent to the **RELEASED PARTIES** reproducing, publishing and otherwise using such photographs, images, footage and recordings in any media at their discretion without obtaining any further consent from me and without any payment to me;
- (f) I agree that Harley-Davidson Australia Pty Limited may collect the personal information that I provide when completing this Release. I understand that, if I do not provide the personal information, I may not be able to attend or participate in the **EVENT(S)**. I understand that the personal information I have provided will be collected, used, stored and otherwise handled by Harley-Davidson Australia Pty Limited strictly in accordance with its privacy policy, and that a copy of that policy will be made available to me upon request; and
- (g) I acknowledge that the **RELEASED PARTIES** may take action to enforce the terms of this Release even though they have not signed it.

### CONSUMER RIGHTS STATEMENT

As a participant in the **EVENT(S)**, you may be a "consumer" of goods and services supplied by 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 Guarantee Act 1993* ("**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 Release, I certify that I have read this Release and fully understand its contents.

RIDER	PASSENGER/GUEST
Signature _____	Signature _____
Print Name _____	Print Name _____
Address _____	Address _____
City/State/Postcode _____	City/State/Postcode _____
Date _____	Date _____