

CHAPTER EVENT RELEASE FORM – MINORS

2022

Australia/New Zealand (except Victoria & South Australia)



CHAPTER NAME _____
MEMBER NAME _____
MINOR NAME _____
ADDRESS _____
BIRTHDAY _____ PHONE NUMBER _____
E-MAIL ADDRESS _____ H.O.G MEMBER NUMBER _____

- THIS IS A RELEASE, READ BEFORE SIGNING -

In consideration for (without limitation) being permitted to participate in the **EVENT(S)** (later defined), I, as the parent or legal guardian of the individual aged under 18 years old ("**MINOR**"), agree to this Release on my own behalf, on behalf of the **MINOR** and on behalf of their heirs, personal representatives, administrators, executors, successors and assigns; and

- (a) the **MINOR** wishes to participate in the **EVENT(S)** and I acknowledge that the **MINOR** benefits 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 (including **MINORS**) 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 and the **MINOR** are taking on these risks. If I or the **MINOR** believe anything is unsafe, inappropriate, or unsuitable, I will instruct the **MINOR** to immediately cease participating further in the **EVENT(S)** and/or leave the area;
- (c) I agree that, if the **MINOR** is 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 that the **MINOR** may suffer (including paralysis or death), disease or aggravation of an existing condition that is harmful or could cause harm, 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 the **MINOR**, their 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 the **MINOR'S** 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 or the **MINOR'S** negligence, reckless conduct or intentional misconduct. I agree that the social and economic losses and/or damages that could result from the risks associated with the **EVENT(S)** (i) may not be known or readily foreseeable at this time by myself or the **MINOR**, (ii) could be severe and (iii) could permanently change the **MINOR'S** future;
- (e) I agree to ensure that the **MINOR** complies with any reasonable instructions or directions given by the **RELEASED PARTIES** in relation to the **EVENT(S)** and the **MINOR'S** attendance at and participation in the **EVENT(S)**, including the **MINOR'S** presence in restricted areas. I agree that the **RELEASED PARTIES** may take photographs, images, film footage and other recordings depicting the **MINOR'S** 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 or the **MINOR**;
- (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, the **MINOR** 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 and the **MINOR** may be "consumers" 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 or the **MINOR'S CONSUMER RIGHTS**.

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

MEMBER SIGNATURE _____ DATE _____

- RETURN THIS FORM TO YOUR CHAPTER -