

Dirt Factory Pop-Up Indoor Bike Park

ASSUMPTION OF RISK; RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

MUST BE COMPLETED TO RIDE

Rider Information

All fields marked * must be completed.

Riders Name* _____

Parent or Guardian Name* (if applicable) _____

Date of Birth of person named above* _____

Emergency contact name and number* _____

I would like to opt in to the Dirt Factory newsletter and hear about other Dirt Factory news and events by email.

Yes No

Email (please print) _____

Important Participant Information

Your attention is drawn to the following which you must read and understand prior to using Dirt Factory Bike Park. You further accept that you have had the opportunity to seek clarification from Dirt Factory on any of the following points of information:

1. There is a serious risk of injury and potentially death from the activities and services offered by Dirt Factory.
2. You engage in the activities at your own risk.
3. We strongly recommend satisfactory safety equipment to be worn by all participants including helmets, wrist guards and knee pads.
4. You are advised that using our facilities without wearing a full set of protective gear increases the risk of personal injury and death in the event of an accident.
5. Please note that Dirt Factory activities are not recommended for persons who have heart, back or neck conditions, or people who are pregnant. If you suffer from any health problems, illness or may be pregnant please consult your doctor for medical advice before visiting any of Dirt Factory facilities.

Terms & Conditions

Please take a moment to read and familiarise yourself with our Terms & Conditions as these apply to all people using the Dirt Factory Bike Park facilities.

1. In the absence of negligence or fraudulent misrepresentation committed by Dirt Factory Limited, their employees, officers, officials or agents, these Terms hereby exclude to the fullest extent permitted by law all responsibility and liability for the death, personal injury or illness of any person whilst present on the site.
2. Neither Dirt Factory nor its employees or agents shall be responsible for any loss, theft or damage to valuables or any personal property that belongs to any person whilst on Dirt Factory premises.
3. Dirt Factory reserves the right to refuse admission to any person on any grounds. Anyone who is visibly intoxicated shall not be permitted to participate.
4. Minimum standards of conduct apply including, but not limited to, controlling your speed, not behaving in a way that endangers or alarms others, using the equipment safely and respecting all signage. Dirt Factory reserves the right to require you to leave the facility if you are deemed by a Dirt Factory employee or officer not to be meeting reasonable standards of behaviour. In such cases, no refund will be given.
5. Dirt Factory reserves the right to require you to leave the facility if we feel you are intoxicated or drunk. In such cases, no refund will be given.
6. We recommend adults accompany children under the age of 12.
7. By selecting our terms and conditions checkbox, you are declaring you are fit suitable to participate, and have declared any existing injuries.
8. Under 18s must have parental consent of a parent or guardian.
9. All participants will adhere to safety rules in place and understand the risks involved (serious injury/death). By participating, you agree to accept responsibility for your own actions and involvement.
10. Dirt Factory reserves the right to change its policies from time to time. Please read and observe the Bike Park Rules and Etiquette displayed at Reception before you start using the facility as they may have changed since the last time you saw them.

EQUIPMENT HIRE

Participants hiring equipment do so at their own risk. We cannot guarantee the equipment is in exactly the same condition as first purchased but make every effort to record and maintain equipment before and after every hire purchase. Therefore participants must understand they accept the hire equipment in its current state. If you require a specific check on any equipment before hire please contact the Operations Manager on arrival. Any participant who uses their own equipment does so at their own risk.

DRUGS & ALCOHOL DECLARATION

Dirt Factory operates a zero tolerance Drugs & Alcohol Policy. Management has the right to "with cause" test visitors who consent, or ask any visitor unwilling to consent to "with cause" testing to leave the premises if suspected of being under the influence or showing signs of substance abuse, which is in line with this policy.

PERMISSION TO USE IMAGES AND OTHER MEDIA

The undersigned grants Dirt Factory Limited and any third party authorized by Dirt Factory Limited the right to film, videotape, photograph, record, and/or make any reproductions of my or my minor child's likeness and voice that are captured.

The undersigned further grants Dirt Factory Limited the right to use, display, and digitally enhance or alter in any manner, such likeness in any media including but not limited to television, radio or internet, in any motion picture film, videotape, DVD, CD or any published article without giving compensation, attribution, or notice to the participant.

If you have supplied an email address you are subscribing to receive the Dirt Factory email newsletter. By opting in you agree to your personal details being stored and processed in the Dirt Factory MailChimp account and consent to receiving Dirt Factory marketing emails from this MailChimp account.

We will always treat your personal data with care and will never share it with other organisations without your prior consent. Every time we contact you, you will have the opportunity to unsubscribe, but if you want to stop receiving correspondence from Dirt Factory you can also contact us and we will remove your details from our mailing list.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

The undersigned participant and, where the participant is under age 18, the undersigned parent or guardian on behalf of the participant:

1. Acknowledges that bike and/or scooter, skateboard, skates, inline riding, including jumps, stunts, riding on pump tracks, air bags and various other structures and apparatus at the Dirt Factory Bike Park involves certain inherent risks, dangers, and hazards which **can result in personal injury, death, property damage, and other losses**; and
2. **To waive any and all claims** that participant and any parent or guardian or heirs and assigns has or may in the future have against Dirt Factory Limited and their directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors (all of whom are hereinafter collectively referred to as "the Releasees") and **to release the Releasees** from any and all liability for any loss, damage, expense or injury including death that the participant and any parent or guardian or heirs and assigns may suffer, resulting from or arising out of any aspect of the participant's use of Dirt Factory Bike Park, **due to any cause whatsoever, including negligence**;
3. **To hold harmless and indemnify the Releasees** from any and all claims and liability arising out of or in connection with the participant's use of Dirt Factory Bike Park, and for any damage to property of or personal injury to any third party, resulting from the participant's use of Dirt Factory Bike Park.
4. Hereby **freely agrees to assume and accept any and all such risks** of personal injury, death, property damage and loss associated with the use of Dirt Factory Bike Park, including risks arising from my conduct (either as a participant or spectator), the design of the features in the Bike Park.

Please confirm you have read and agree to our Terms and Conditions and Bike Park Rules.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS (tick)

I HAVE READ THE BIKE PARK RULES (tick)

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS.

Print _____

Sign _____

Date _____