

# CHAPTER EVENT DEED OF RELEASE FORM – MINORS 2018

Australia / New Zealand



## CHAPTER EVENT DEED OF RELEASE FORM FOR MINORS DEED OF RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION

Chapter Name: Townsville 9159 Date: \_\_\_\_\_

Event Name/Location: Queensland State H.O.G. Rally 2018 / Townsville

**INT'L H.O.G. MEMBER NUMBER** \_\_\_\_\_

In consideration of my minor child identified below ("the **Minor**") being permitted to participate in a "Ride", "Poker Run", "Rally", "Field Meet" or "Activity" or other activity or event (hereinafter, **EVENT(S)**) sponsored and/or conducted by Harley-Davidson Australia Pty Limited, Harley-Davidson, Inc., its affiliates and subsidiaries, Harley-Davidson Motor Company, the Harley Owners Group (H.O.G.), authorized Harley-Davidson dealer(s) and/or local H.O.G. chartered chapter(s) and their respective officers, directors, employees and agents (hereinafter, the "**RELEASED PARTIES**") I agree as follows:

1. I know the nature of the **EVENT(S)** and the **Minor's** experience and capabilities, and believe the **Minor** to be qualified to participate in the **EVENT(S)** or enter into restricted areas where the **EVENT(S)** are conducted. IF I OR THE **MINOR** BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE **MINOR** TO IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE **EVENT(S)** AND/OR LEAVE THE RESTRICTED AREA.

2. I FULLY UNDERSTAND and will instruct the **Minor** that: (a) THE ACTIVITIES OF THE **EVENT(S)** MAY BE DANGEROUS and participation in the **EVENT(S)** and/or entry into Restricted Areas may involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("**RISKS**"); (b) these Risks and dangers may be caused by the **Minor's** own actions or inactions, the actions or inactions of others participating in the **EVENT(S)**, the rules of the **EVENT(S)**, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "**RELEASED PARTIES**" in performing their chapter duties; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE **MINOR'S** FUTURE.

3. I consent to the **Minor's** participation in the **EVENT(S)** and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "**RELEASED PARTIES**" IN PERFORMING THEIR CHAPTER DUTIES.

4. To the extent permitted by law, I (on my own behalf, and on behalf of the **MINOR**) HEREBY WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE ANY OR ALL OF THE "**RELEASED PARTIES**", sponsors, advertisers, owners and lessors of the premises used to conduct the **EVENT(S)**, FROM ALL LIABILITY TO ME, THE **MINOR**, my and the **Minor's** personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES (including loss of profits), DAMAGES, COSTS OR EXPENSES (INCLUDING LEGAL FEES AND COSTS OF INVESTIGATION), LIABILITIES AND CAUSES OF ACTION ON ACCOUNT OF ANY INJURY, including, but not limited to, death, or loss or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE "**RELEASED PARTIES**" in performing their chapter duties and/or arising in any way or in connection with the **Minor's** participation in any said **EVENT(S)**. Without limiting the foregoing, and to the extent permitted by law, I agree that the "**RELEASED PARTIES**" will not be liable to me or to any other person for the **Minor's** or any other person's death or personal injury arising out of or relating in any way to a breach of warranty implied by section 74 of the Australian Trade Practices Act 1974 (Cth) in relation to the supply by any of the "**RELEASED PARTIES**" of recreational services.

5.If, despite this Release, I, the **Minor** or anyone on the **Minor's** behalf makes a claim against any of the **"RELEASED PARTIES"** named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE **"RELEASED PARTIES"** and each of them from and against ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS (including loss of profits), LIABILITY, DAMAGE, OR COST they MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE **"RELEASED PARTIES"** named above .

6. I sign this Deed of Release, Assumption of Risk and Indemnification on my own behalf and on behalf of the **Minor**.

I HAVE READ THIS PARENTAL CONSENT, DEED OF RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING IT ON MY OWN BEHALF AND ON BEHALF OF THE **MINOR** I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE **MINOR** MAY OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE **"RELEASED PARTIES"**, AND I SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

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**Child's Name (printed)**

**Signed sealed and delivered as a deed by Parent/Guardian  
In the presence of:**

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Signature of witness

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Signature of **Parent/Guardian**

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Name of witness (please print)

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Name of **Parent/Guardian** (please print)

**THIS FORM MUST BE SIGNED AND RETURNED TO BE ELIGIBLE FOR  
PARTICIPATION IN THE EVENT(S)**