

NO: \_\_\_\_\_

Rider's Name \_\_\_\_\_ D.O.B \_\_\_\_\_ Riding Group \_\_\_\_\_

Address \_\_\_\_\_

Post Code \_\_\_\_\_

Tel. No \_\_\_\_\_ Email address \_\_\_\_\_

I declare that the rider named above holds a valid licence with one of the following: ACU, BYMX, YSMA, AMCA (please circle which one). Please note: ORPA licences are not accepted.

Licence No: \_\_\_\_\_ Photographic ID and number \_\_\_\_\_

I declare that I have read the indemnity below and the rider/I am medically fit to ride a motorcycle.

Parent's Signature \_\_\_\_\_  
(if rider under 18 years)

Rider's Signature \_\_\_\_\_  
(if over 18 years)

Club Secretary's Signature \_\_\_\_\_ Club \_\_\_\_\_

Date of Meeting \_\_\_\_\_

### Indemnity

- 1.1 Insofar as may be necessary the Agent/Rider is authorized to agree to this agreement.
- 1.2 The Agent/Rider is unaware of any mental or physical impediment which would prejudice him/her in any activity licensed by Offroad Motorsport UK.
- 1.3 The Rider is eligible and competent (within the meaning of Offroad Motorsport UK rules) to compete in this event organized by Offroad Motorsport UK.
- 1.4 The Rider has a current valid licence or photographic ID as set out above.
- 1.5 The Agent/Rider is aware of Offroad Motorsport UK's supervisory function at the event and of its disciplinary powers.
- 2 Save as expressly agreed to the contrary in the terms of this agreement namely clauses 2, 8, 9 and 11.
- 3 The Agent/Rider is aware that but for the provisions of this agreement the fee payable for granting a licence would be £1,000.

It is agreed that:

1. On payment of the day licence fee by the Agent/Rider and in consideration of the warranties set out above and the terms as set out herein, Offroad Motorsport UK grants the rider a one meeting competition licence permitting the rider to take part in and compete in this event as held under Offroad Motorsport UK rules.
2. At all times the only duty which Offroad Motorsport UK itself as principal owes or shall owe to the Agent/Rider is
  - 2.1 To ensure the course at this event complies with the minimum standards laid down in the Offroad Motorsport rules.
  - 2.2 To exercise reasonable skill and care in selecting the Scrutineer and Clerk of the Course.
3. The Agent shall operate as a marshal if required to do so by Offroad Motorsport UK
4. The Agent/Rider shall walk the entirety of the track on which the rider will compete to ensure that he/she is completely satisfied that the Rider is fit and competent at that time to compete on that circuit without causing injury, loss or damage to himself/herself or any other person or property.
5. The Agent and the Rider shall abide by Offroad Motorsport UK rules at all times.
6. Where, in the opinion of Offroad Motorsport UK, the Agent/Rider breaches any of the Offroad Motorsport UK rules or does not comply with any instruction given by the officials, Offroad Motorsport UK at its own discretion, may reduce the number of any points awarded to a Rider and/or exclude the Agent/Rider from further participation in any event.
7. In the event of any exclusion as set out above, the entry fee paid by the Agent/Rider shall be forfeit.
8. The Agent/Rider accept that the Rider in competing in events will be engaged in hazardous activity which can cause death or personal injury both to the Rider and others - in those circumstances:

The Agent/Rider agrees that the Rider freely accepts all risk of death and personal injury occurring in the course of that hazardous activity.  
The Agent/Rider accept that Offroad Motorsport UK itself as principal does not and will not owe the Agent/Rider a duty of care other than that laid down by statute or as provided for by this agreement.
9. The Agent/Rider agrees to waive any right of action which they might have against Offroad Motorsport UK itself as principal and/or hereby exempt Offroad Motorsport UK as principal from any liability in respect of any loss or damage save where said right of action and/or loss and damage accrues from the actual negligence of Offroad Motorsport UK itself as principal in performance of the duties as set out in clause 2 above.
10. For the avoidance of doubt, the Agent/Rider does not hereby waive any right of action that they may have against independent contractors of Offroad Motorsport UK or as against Offroad Motorsport members.
11. The Agent/Rider agrees that for the period of this agreement to indemnify Offroad Motorsport UK in respect of all injury, loss and damage caused to the Rider and/or any property of the rider howsoever caused.
12. The Agent/Rider agrees that they are and will be liable for any injury, loss and damage caused by either or both of them, their servants or agents to any other persons or property and agree to indemnify Offroad Motorsport UK in respect of the same.
13. The Agent/Rider agrees to waive any right of action which they might have against Offroad Motorsport UK in respect of all and any decision so reached in accordance with Offroad Motorsport UK rules.
14. For the purpose of this form the Agent means parent or legal guardian of the rider.