



YAMAHA XS650 Club of Australia Inc.

INC9887722 (NSW)

INDEMNITY for use of Club Race Bike

YAMAHA XS650 CLUB OF AUSTRALIA INC. RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Warning! This is an important document which affects your legal rights and obligations, read it carefully, do not sign it unless you are satisfied that you understand it.

In consideration of being permitted to use or operate the *Club Race Bike* for any purpose including workshop, shakedown, practice sessions or to compete at a race event, the undersigned, for himself his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering into the use of the *Club Race Bike* and feels anything to be unsafe, he will immediately advise Club officials of such and will cease to use the *Club Race Bike* and/or refuse to participate further in the use of the *Club Race Bike*.
2. Hereby releases, waives, discharges and covenants not to sue the YAMAHA XS650 Club of Australia Inc. or any of its members (the releases) for any loss or damage, and any claim or demands therefore from the use of the *Club Race Bike* causing injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s), whether caused by the negligence of the releasees or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the releasees from any loss, liability, damage, or cost they may incur arising out of or related to the use of the *Club Race Bike* whether caused by the negligence of the releases or otherwise.
4. Hereby assumes full responsibility of any risk of bodily injury, death or property damage arising out of or related to use of the *Club Race Bike* whether caused by the negligence of releasees or otherwise.
5. Hereby acknowledges that the activities of use of the *Club Race Bike* are very dangerous and involve the risk of serious injury and/or death and/or property damage.
6. Hereby agrees that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all aspects by the releasees and is intended to be as broad and inclusive as is permitted by the laws of the Province of State in which use of the *Club Race Bike* is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducements, assurance or guarantee made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

Name: _____ Witness: _____

Signature: _____ Signature: _____

Date: ___/___/_____