

# THUNDERCROSS VALLEY DIRT BIKE PARK

## RISK DISCLOSURE



Please take the time to read this important document so that we can be confident you understand the risks of participating in dirt biking at Thundercross. Once you have selected your hire bike, tuition or hire bike package on our website, the Risk Disclosure will automatically appear. You will need to accept the document before you are able to process your payment and secure your booking. Thank you.

If you have any questions regarding our Risk Disclosure, please do not hesitate to contact us.

### UNDERSTANDING THE RISK:

- ☐ I accept that dirt biking and associated activities have inherent risks and can be dangerous.
- ☐ I am aware that this activity is hazardous and must be conducted with care, control and responsibility.
- ☐ I acknowledge these risks could result in my injury or even death.
- ☐ The risks and hazards include, but are not limited to:
  - Natural hazards such as uneven terrain
  - Rough riding conditions
  - Poor weather
  - Hills
  - Mud
  - Bogs
  - Dust
  - Obstacles such as trees or rocks
  - Water
  - Risk of landslips or rock fall
  - Natural disaster such as earthquake.
- ☐ I recognise that Thundercross is a working farm. There may be potential hazards of livestock, equipment and machinery. I will exercise due caution.
- ☐ I understand that participation risks include (but are not limited to):
  - Injury
  - Illness
  - Other riders
  - Spectators
  - Collision
  - Falls
  - Equipment failure
  - Navigational difficulties which may occur in the Thundercross Park, including isolated areas
- ☐ I agree and accept all risks and will not hold Thundercross or any of their employees or agents responsible or make any claim(s) against them for any direct or indirect injury or damage to myself or my property in the course of my use of the Equipment or my association with Thundercross.
- ☐ I agree that any claim in respect of any damage and/or injury to other persons and/or property arising from my use of Equipment is my/our responsibility and not the responsibility of Thundercross or their employees or agents and hereby indemnify Thundercross against any loss, damage or claims whatsoever arising against them as a result of my use of the Equipment.

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### MEDICAL/HEALTH CONDITIONS:

- ☐ I confirm I am physically fit and able to participate in the activities and I have not been advised otherwise by a qualified medical person.
- ☐ Prior to undertaking the activity, I will advise the Thundercross team of any medical conditions, previous injuries and any medication I am currently taking which may affect my ability to undertake the activity.
- ☐ I understand it is my responsibility to disclose any conditions (health or otherwise) that may affect the safety and enjoyment of myself and those around me.
- ☐ I consent to receive any medical treatment that may be deemed necessary by Thundercross in the event of injury, accident or illness while undertaking the activities
- ☐ I confirm that I will not be under the influence of any alcohol or drugs that may impair my ability to undertake this activity
- ☐ I confirm that I will not consume drugs or alcohol whilst I am riding today

### CONDITIONS OF PARTICIPATING IN ACTIVITY

I acknowledge that I have been advised of the House Rules at Thundercross and that I understand them.

The House Rules are as follows:

- ☐ **Registration and Payment**
  - Everyone visiting Thundercross must sign-in upon arrival, including all spectators.
  - All riders must register to ride and, if applicable, pay the appropriate fee.
  - I will not assist anyone to ride at the Park who has not been registered beforehand.
  - I will not allow anyone else to ride my hire bike. It has been hired solely to me for the day, unless by express prior arrangement with the Thundercross team.
- ☐ **Personal Protective Equipment (PPE)**
  - To ride the tracks at Thundercross I must wear all PPE provided to me.
  - If I do not wear correct PPE, I will not be able to ride at the Park.

### RIDING CONDUCT

- ☐ If I am riding independently, without a Thundercross representative, my first lap will be a 'look/see' circuit, to establish the terrain and conditions for myself.
- ☐ The tracks are only to be ridden in one direction (anti-clockwise on the Learners,' A & B Tracks. aThe Motocross Track is currently closed).
- ☐ I will not ride the tracks in the opposite direction.
- ☐ Only learners and their supporters are allowed access to the Learners' Track.
- ☐ I will not ride at the Learners Track unless I am a learner or with a learner.
  - Speed levels will be kept appropriately slow and safe on the Learners Track and no racing will occur there.
- ☐ The A Track is for advanced dirt bike riders only. I will not attempt to ride the A Track unless I am an experienced or advanced rider, or having tuition with a Thundercross coach.
- ☐ I acknowledge that the A Track is extreme; it has radical terrain and is not to be taken lightly nor without due consideration and preparation.
- ☐ Rescue from the A Track due to inexperience will result in my being charged for the recovery and asked to leave the Park.
  - A case of beer is the minimum charge.

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- ☐ I agree to ride with care, and obey the rules set out by Thundercross and instructions given by the guide (or a Thundercross representative), at all times.
- ☐ I accept that if I do not adhere to the instructions and rules, or if I act dangerously, recklessly or in a way that might endanger myself or others, Thundercross may remove me from the activity.
  - ☐ If this occurs, I acknowledge I will not receive a refund.
- ☐ I accept that Thundercross reserves the right to cancel my participation if it becomes concerned for my safety, or the safety of another person.
- ☐ I understand that Thundercross have the right to refuse entry for any reason

### LIMITED LIABILITY OF THUNDERCROSS

- ☐ I understand that if I act recklessly or intentionally and don't follow the rules or instructions set out by Thundercross, which I have been made aware of, Thundercross will not be held responsible for any injury, damage or loss I cause to myself/my property, or another person/their property, resulting from my action (or lack of action).

### LIABILITY OF LANDOWNER

- ☐ I agree that the owner(s) of the land on which the activity is conducted will not be held responsible for any death, injury, misadventure, damage to or loss of property caused in whole or part by these activities.

### DAMAGE TO PROPERTY OR EQUIPMENT

- ☐ In the event, that I damage any clothing, equipment or other property owned by Thundercross or the landowner, I agree to pay to Thundercross (or the landowner) all costs associated with repairing the damage.

### MARKETING

- ☐ I give Thundercross permission to send me emails and/or post relating to Thundercross events and promotions, as well as the right to use all photos and videos of me taken during the activity for promotional and social media purposes.

### IN ACCORDANCE WITH THE PRIVACY ACT 2020

- ☐ I recognise that I am giving this information to Thundercross for the purpose of their records in respect of the activities conducted at this Park and as required by NZ legislation. It is not for disclosure to unrelated parties and will be stored securely.
- ☐ If I am unable to give this information to Thundercross then I will not be allowed access to the Park
- ☐ I understand that I may request access to this information at any time by asking a Thundercross team member