Motodevelopment Pty Ltd

GS Off Road Training 2027 Terms and Conditions

Terms and Conditions of Entry

Please review and confirm that you have read the terms and conditions below:

BMW Motorrad Off Road Skills Training Course: Terms and Conditions

I apply to participate in BMW Motorrad Off Road Skills Training Course indicated above ("Course") conducted by Motodevelopment Pty Ltd ("Motodevelopment") in its capacity as a BMW Authorised Training Partner and agree to be bound by the following terms and conditions:

TO: MOTODEVELOPMENT PTY LTD

1. I acknowledge that motorcycle activities can be dangerous and that by engaging in these activities and participating in the Course I am exposed to and accept all risks and dangers including the risk of personal injury, disability, death and property damage. I acknowledge that Motodevelopment has recommended that I obtain appropriate insurance to cover such risks.
2. I agree that I shall at all times during the Course use adequate safety equipment including a safety helmet approved by the Australian Standards Association and protective clothing including a full length riding jersey, pants and boots and that I shall comply with any other safety requirements specified by Motodevelopment. Motodevelopment reserves the right refuse participation in the Course for any non compliance with this requirement.
3. Any motorcycle provided by me for use in accordance with the Course requirements shall be registered and in a roadworthy and safe condition and shall comply with any requirements specified by Motodevelopment. Motodevelopment reserves the right refuse participation in the Course if the condition of your motorcycle does not meet these requirements.
4. Motodevelopment, its employees, agents, contractors and any other third party involved in the Course including but not limited to sponsors, land owners and lessees shall not be liable whatsoever and howsoever arising for any loss or damage occasioned to me or my property, my heirs, executors and administrators in respect of any damage, injury, death, loss or cost incurred or sustained by me, except to the extent that such liability cannot by law be excluded.
5. Motodevelopment reserves the right at any stage to forthwith evict me from the Course or to refuse participation in any stage of the Course for any non compliance by me of these Terms and Conditions, for any non compliance by me of any directions given by Motodevelopment or otherwise in its absolute discretion and that in such circumstances no refund of any fees will be provided.
6. I acknowledge that information relating to the Course will be made available prior to and during the Course via Course briefings, Course material distributed to participants, Course material available on the Course website at offroadtraining.com.au. I acknowledge that it is my responsibility to attend such briefings and familiarise myself with all such materials and

acknowledge that Motodevelopment may refuse my participation in the Course if I fail to attend an Course briefing or fail to comply with any requirements detailed in any Course briefing or the materials.

7. I acknowledge that I shall at all times whilst at the Course be subject to the directions of Motodevelopment, its employees, agents and contractors in all respects and shall comply with such directions and any safety signs and notices erected at the venue.

8. I acknowledge that I shall, whilst at the Course, be responsible for the operation and control of any motorcycle operated by me and I shall at all times operate the motorcycle in a safe manner and in accordance with applicable road rules, environmental or other conditions and in accordance with any directions given by Motodevelopment. I shall not operate the motorcycle under the influence of any drug or intoxicating substance or participate in any race or contest.

9. I indemnify and keep indemnified and save harmless Motodevelopment, its employees, agents, contractors and any other third party involved in the Course including but not limited to sponsors, land owners and lessees from and against all actions, claims, costs, expenses and demands in respect of death, injury, loss of or damage to a person or property of any person including myself, spectators, guests and other persons at the Course and including any motorcycle provided by Motodevelopment howsoever caused, or arising out of, or in connection with, my attendance at the Course, or acceptance of training from an employee, agent or contractor of Motodevelopment.

10. I acknowledge that I am not covered for compensation for loss or potential loss of earnings in respect of injury, loss of or damage to a person(s) property or injury due to any person, including myself, spectators, guests and other persons at the Course howsoever caused, or arising out of, or in connection with, my attendance at the Course.

11. If an incident or accident occurs at any time during the Course, Motodevelopment must be notified immediately.

12. I hereby state that I am licensed to operate the motorcycle I am using during the Course and that I hold a current licence.

13. Only those participants in possession of a valid licence (which upon request can be inspected) and those whom have paid the course fee in full shall be entitled to participate in the Course and a booking is not confirmed until full payment is received by Motodevelopment.

14. Motodevelopment reserves the right to postpone, terminate or cancel without notice to me the Course and that any refund of fees paid in whole or part may be made at the entire discretion of Motodevelopment and I agree to make no claim for damages or consequential loss if any of the conditions herein contained are applied by Motodevelopment, its employees, agents or contractors.

15. A participant may withdraw from the Course at any time by notifying Motodevelopment in writing (training@gsoffroad.com.au). In case of withdrawal, a cancellation fee is payable as follows:

    15.1 $150.00 cancellation fee if 6 weeks or greater notice is given prior to the Course

15.2 $250.00 cancellation fee if greater than 2 weeks & less than 6 weeks notice is given prior to the Course

15.3 No refunds if 2 weeks or less notice is given prior to the Course

16. Any request by a participant to attend the Course on an alternative date is subject to Course availability and if no places are available and a participant elects not to attend the Course on the nominated date, the request will be treated as a withdrawal in accordance with paragraph 15.

17. Motodevelopment is entitled to charge the cancellation fee against the fees already paid by the participant and any balance shall be returned.

18. Credit Notes. Any credit note issued by Motodevelopment (a "Credit Note") is issued at Motodevelopment's sole discretion. A Credit Note is non-refundable, has no cash value, and may be applied only to the same type of event or course for which it was issued. A Credit Note cannot be used for, applied to, or transferred to any other event or course type. A Credit Note must be used within 12 months of the date on which it is issued. After that date, the Credit Note is void and of no further effect, and no refund or extension will be given.

19. Motodevelopment may, at any time, transfer its rights and obligations under these Terms and Conditions to an alternative supplier.

20. Motodevelopment collects personal information in order to conduct the Course. If the information requested is not provided, a participant may not be able to attend the Course. I agree that Motodevelopment may use this personal information, or disclose it to other organisations, including BMW Australia Ltd, for future promotional and marketing purposes conducted by any of them. A request to access, update or correct any personal information should be directed to Motodevelopment Pty Ltd at Po Box 944 Elanora QLD 4221.

21. I consent to Motodevelopment using my name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Course and promoting any products manufactured, distributed and/or supplied by Motodevelopment.

22. The laws of Queensland apply to these terms and conditions.

TO: BMW AUSTRALIA LTD ("BMW")

1. I release BMW, its employees, agents and contractors from any and all liability (whether arising under statute, contract, tort including negligence or otherwise) to me for any claim, loss, damage, cost or expense (including personal injury, death, property damage or otherwise) that is caused or contributed to by BMW or that arises from my attendance at or participation in the Course, except to the extent prohibited by law.

2. I indemnify BMW, its employees, agents and contractors against any and all losses, damages, costs, expenses or liabilities that BMW may sustain or incur arising from my attendance at or participation in the Course, whether caused by negligence or otherwise or caused by any person associated with me, including any loss of or damage to any property (including any BMW provided motorcycle) or injury to or death of any person caused by me or any person associated with me.

3. I consent to BMW using my name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Course and promoting any products manufactured, distributed and/or supplied by BMW.