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Bag 19, Somerton, Vic, 3062  
Phone: (03) 9270 1377  
Email: hart@honda.com.au

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451 Mona Vale Road, St Ives NSW 2075  
Phone: (02) 9391 5110  
Email: hartnswreception@honda.com.au

## HONDA AUSTRALIA ROADCRAFT / RIDER TRAINING - EXCLUSION OF LIABILITY AND INDEMNITY

**This is an important document. It affects your legal rights and obligations, including rights you may otherwise have to claim compensation if you suffer injury while undertaking roadcraft or motorcycle rider training. Read it carefully and do not sign it unless you are satisfied that you understand and agree to it.** I understand that it is a condition of my participation in a roadcraft or motorcycle rider training course training (**Training**) to be conducted by Honda Australia Motorcycle and Power Equipment Pty Ltd ACN 006 662 862 (trading as Honda Australia Roadcraft/Rider Training) (**Honda**) that I acknowledge and agree to the following terms and conditions:

**Acknowledgements** I acknowledge that:

- Participation in Training is potentially hazardous and can lead to injury, damage and loss (to person and/or property), including from incidents caused by me, by another person, or by the nature of the Training. I participate in the Training entirely at my own risk. I acknowledge the obvious and inherent risks in undertaking such activities and by participating in the Training, I assume all risks of personal injury (including death or serious injury) and damage to property voluntarily.
- Participation in the Training will not entitle me to operate a vehicle on any road, highway or in any other public place unless I hold an appropriate licence or permit.
- Whenever I am on Honda premises I will be subject to the directions of Honda, its employees and agents. Honda has the right to exclude me from operating a vehicle during the Training and/or to remove me from Honda premises at any time, and its employees and agents can exercise that right in their absolute discretion.
- I am not entitled to participate in any Training course which, by law, requires that I hold a licence or permit if I do not hold that licence or permit, whether by reason of disqualification, suspension or otherwise.

**Agreement** I agree with Honda that:

1. I shall at all times, while operating a vehicle in the course of the Training, wear appropriate safety clothing in accordance with any requirement of Honda.
2. Subject to paragraph 5 below, Honda and its directors, officers, employees, agents and contractors will not be liable to me, and I waive any right I may have against them for or in respect of any proceeding, claim, loss, damage, injury (including death), cost, penalty or fine that is suffered, incurred or arises in connection with my attendance at, or participation in, Training, whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda or any of its directors, officers, employees, agents or contractors.
3. Subject to paragraph 5 below, I indemnify Honda and its directors, officers, employees, agents and contractors in respect of any proceedings, claims, losses, damages, injuries (including death), costs, penalties or fines arising in connection with my attendance at, or participation in, Training, whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Honda or any of its directors, officers, employees, agents or contractors.
4. If I am undertaking the Training for the purposes of recreation, enjoyment or leisure, Honda and its directors, officers, employees, agents and contractors will not be liable for any proceeding, claim, loss or damage with respect to:
  - a) death; or
  - b) any physical or mental injury (including the aggravation, acceleration or recurrence of any such injury)

that is suffered by me in connection with my attendance at, or participation in, the Training, and which arises from any failure to comply with a consumer guarantee that applies under the Australian Consumer Law, other than with respect to death or injury which is caused due to gross negligence on Honda's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

For Training that takes place in **Victoria**, so far as this clause operates to exclude conditions that would otherwise be implied in this agreement by the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the following particulars are applicable:

### WARNING UNDER THE AUSTRALIAN CONSUMER LAW (VICTORIA)

*Under the provisions of the Australian Consumer Law (Victoria) several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:*

- *rendered with due care and skill; and*
- *reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.*

*Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 (Vic), if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.*

*Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission, as defined in regulation 5 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic),*

5. The exclusion of liability provided in paragraph 2 above and the indemnity provided in paragraph 3 above do not apply to any liability that cannot be excluded or limited in accordance with the *Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010* (Cth), the *Australian Consumer Law (NSW) and Fair Trading Act 1987* (NSW) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (as applicable).
6. Any Training course may be postponed, terminated or cancelled (whether or not due to some fault of Honda) without notice to me, but I will not as a result be entitled to any whole or partial refund of fees paid nor to any reduction or waiver of fees not paid.
7. During Training, I will not operate a vehicle in a manner that contravenes any law.
8. I consent to medical treatment for any injury, accident or illness arising from or occurring during any Training.

**Warranties** I warrant to Honda that:

- I do not have any illness, injury or condition or any other matter or thing such that I am not reasonably capable of operating a vehicle during the Training, and I have not received any advice from a medical practitioner to the contrary.
- If, at any time between signing this document or agreeing to participate in the Training, I become unwell or suffer any illness, injury or condition or any other matter or thing, such that I am not reasonably capable of operating a vehicle during the Training, or which would put the health of Honda staff, other participants or any other persons on the Honda premises at risk, I will notify Honda of this change in my health and circumstances and not participate in the Training.
- Any vehicle provided or used by me (other than one provided by Honda) is registered and is in a condition suitable for use in Training.

## HART ENROLMENT FORM

### PRIVACY NOTICE

Honda respects your personal information and are committed to protecting it.

The personal information that you provide on this form:

- is collected for Honda Australia Motorcycle and Power Equipment Pty Ltd ACN 006662862 (trading as Honda Australia Roadcraft/Rider Training); and
- is used primarily to administer the rider Training and other programs in which you wish to participate and for a range of other purposes as set out in Honda's Privacy Policy, including (if you consent) to send you marketing communications relating to Honda's other products and services. You consent to Honda using and disclosing your personal information for these purposes and for such other purposes you consent to, and as permitted by law, in accordance with Honda's Privacy Policy (<https://www.honda.com.au/privacy>).

You will be unable to participate in Honda programs if you do not supply this personal information.

Your information is handled in accordance with our Privacy Policy, which contains information about how to access and/or correct *your* information, or make a privacy related complaint. For more information please visit <http://www.hondampe.com.au/repository/utilities/privacy-policy.aspx>.

You may request access to your personal information that Honda holds by contacting:

**Privacy Officer Honda MPE**

1954-1956 Hume Hwy  
Campbellfield, Victoria 3061  
Tel (03) 9270 1111 Fax (03) 9270 1133  
[privacy.officer@honda.com.au](mailto:privacy.officer@honda.com.au)

FIRST NAME .....

SURNAME .....

FIRST NAME OF PARENT/GUARDIAN

SURNAME OF PARENT/GUARDIAN

.....

.....

DATE OF BIRTH ...../...../.....

GENDER Male ☐ Female ☐ Other ☐

ADDRESS .....

SUBURB ..... P/CODE.....

MOBILE.....

EMAIL .....

**PARTICIPANT SIGNATURE (OR PARTICIPANT'S PARENT/GUARDIAN)**

.....

DATE ...../...../.....

**LICENCE or CUSTOMER NUMBER**

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Is your licence currently under suspension or cancellation anywhere in Australia? NO ☐ YES ☐

### EMERGENCY CONTACT

**Relationship**

.....

**Name**

.....

**Mobile** .....

### OPTIONAL INFORMATION

Honda would like to notify you when you are eligible for the next stage in your training and keep you informed of upcoming course discounts and special offers. Would you like to receive this information?

Please tick ☐