



PARTICIPATION TERMS AND CONDITIONS

This document (together with the Liability Waiver, Statement of Responsibility, Acknowledgement of Risk, Child and Youth Policy and Safety Induction & Rules) tells you the terms and conditions (“the Terms”) on which Manar Off Road Park accept participants in any activity at Manar Off Road Park.

Please read these Terms carefully and make sure that you understand them before completing the Booking and check-in documents. You should understand that by submitting your booking and completing your check-in process, you agree to be bound by these Terms.

By completing my Check-in process, I hereby declare that:

1. I understand that the activities (“the Event”) will be run under the rules supplied by Manar Off Road Park (“the Rules”); I hereby agree to comply with the Rules and any other rules and controls stipulated by Manar Off Road Park (“the Event Organiser”). I understand that I will not be entitled to a refund of my riding/driving fee (“Entry Fee”) if I am expelled from Manar Off Road Park as a result of, or in violation of these Terms or the Rules.
2. I understand that it is my responsibility to understand and abide by the Rules before, during and after the Event; and I agree that the decision of the Event Organiser will be binding and final in all circumstances.
3. I am entering my own details or am the permanent or temporary parent(s) or legal guardian(s) of a young person and am entering the Event on their behalf.
4. I acknowledge that Event entry is personal to me and that I may not exchange it with or sell it to or transfer it to any other person.
5. I agree to conduct myself in a professional and cautious manner during my participation in the Event and understand that I may be excluded from the Event if I do not do so. I accept that, in relation to my participation in the Event, the function of the officials, relevant signage and or other route instructions is only to indicate direction and that I must decide if the movement is safe.
6. I understand and agree that I participate in the Event entirely at my own risk, that I must rely on my own ability in dealing with all hazards, and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of the Event.
7. During my participation in the Event, I will participate with care and attention and will abide by the Rules, and any other controls stipulated by the Event Organiser.
8. I acknowledge that participation in the Event may be mentally and physically demanding. I am aware of the nature of the Event and associated medical and physical risks involved. I further certify that I am physically capable of participating in the Event and am capable of completing the Event. I will only participate in the Event if I am capable of doing so.
9. If I have any medical condition/s, including allergies, which the Event Organiser or Event Medical Advisers might need to be aware of, I undertake that I have provided details of these during my booking and check-in process.
10. I accept full liability and responsibility for any medical expenses incurred as a result of participating in the Event.
11. I accept that the Event Organiser, the Event Promoters, sponsors, officials, medical advisers and any person involved in the organisation of the Event are not liable for any injury or illness that I may suffer as a result of my participation in the Event, whether prior to, during or subsequent to the Event.
12. I accept that if I am involved in an accident or near miss, it is my responsibility to advise the Event Organiser of the accident or near miss and have the details recorded in an incident report.
13. Whilst the Event Organiser takes every care with the staging of the Event, I accept that I must make all reasonable precautions for the safeguarding of my person and of my property during my participation in the Event. I further acknowledge that motor vehicle, recreational vehicle, personal accident and personal items insurance is my responsibility.
14. I accept that it is my responsibility to provide and use a suitable vehicle and safety wear. The Event Organiser’s decision is final as to whether the vehicle and safety apparel is suitable.



15. I accept that the Event Organiser reserves the right to amend the Event format or cancel the Event due to health and safety reasons, including storm, rain, inclement weather, winds, fire or any other act of God conditions. I accept that my Entry Fee may be non-refundable in such circumstances.
16. I understand that confirmed entry to the Event is dependent on a fully and accurately completed booking and check-in process. If this condition is not fulfilled then my entry may not be valid nor accepted, and I will not be eligible to take part in the Event.
17. Through my completion and submission of the booking and check-in process, I am committing to paying for my Event entry via the means as instructed in the booking and check-in process.
18. I accept that all correspondence and enquiries about the Event shall be directed to the Event Organiser.
19. I irrevocably consent to my appearance in any media format, in relation to the publicity of the Event, and in future publicity and advertising of the Event Organiser; provided that such use does not imply my direct endorsement of any official sponsor or suppliers of the Event.
20. I understand that my personal details (including but not limited to name, age group, gender, race category, finishing time, finishing position) will be stored by the Event Organiser. Such information may appear on the public list of participants and any result list for the Event. By entering the event, the participant or their representative consents to the organiser being given access to their data.
21. All decisions and rulings by the Event Organiser, its workers, volunteers and its promoters are considered final.
22. Manar Off Road Park reserves the right to vary these Terms effective immediately upon posting on the Site.

Limitation of Liability – your attention is particularly drawn to this section

23. If for any reason the Event is cancelled or postponed, please review the specific event details, Rules and terms & conditions which have been documented by the Event Organiser. If a refund is appropriate, the participant should contact the Event Organiser.
24. The aggregate liability in respect of any loss or damage suffered by any participant and arising out of or in connection with these Conditions shall not exceed the non-refundable administration fee.
25. Neither the Event Organiser nor the Promoter shall be liable for losses that result from our failure to comply with these Terms that fall into the following categories (even if such losses result from our deliberate breach): (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; or (vi) waste of management or office time.
26. Nothing in these Terms excludes or limits Manar Off Road Park liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of obligations implied; (iv) any deliberate breaches of these Terms that would entitle you to terminate the Terms; or (v) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
27. These Terms (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The participant acknowledges and agrees that in completing the booking and check-in process it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Terms.
28. To the extent permitted by law, all provisions of these Terms shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.
29. Neither the Event Organiser nor the Promoter will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control ("Force Majeure Event").
30. A person who is not a party to these Terms shall not have any rights under or in connection with them under Australian contracts law.
31. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Australia. The parties irrevocably agree that the courts of Australia shall have exclusive jurisdiction.