



Terms and Conditions of Entry

The Pines 130, Oberon 27 April 2025

This event is NOT A RACE. The course is arrowed and divided into sections that are clearly marked. Check in and scrutineering will be conducted at The Reef Reserve, Oberon from 3 pm and will close at 7.30 pm sharp. Late check in by prior approval at the start point, 7 am till 8 am

The course will open at 9.00 AM, Sections will close at times during the afternoon, up to 130 klm of trails available. First loop is 80 klm , with parts of the course remaining open until 3 pm.

This event is made possible by the consent of Forestry Corporation to use their land in compliance with strict rules. To ensure future events are possible any mapping, recording or distribution of event and course details is strictly prohibited and fines may apply.

IMPORTANT:

BEFORE YOU ENTER THIS EVENT:

- YOU MUST READ AND AGREE TO THE TERMS AND CONDITIONS OF ENTRY,SEE PAGES BELOW; AND
- YOU MUST HOLD A MOTORCYCLE RIDER’S LICENCE; AND
- THE MOTORCYCLE YOU INTEND TO RIDE MUST BE REGISTERED; AND
- YOU MUST HOLD A ONE EVENT RECREATIONAL LICENCE [\$33] OR MNSW LICENCE.

<http://www.ridernet.com.au/>

THIS IS NECESSARY FOR INSURANCE PURPOSES

- ENTRY WILL BE REFUSED ON THE DAY IF LICENCE AND REGISTRATION IS NOT CURRENT UP TO MIDNIGHT ON THE DATE OF THE EVENT.
- PROOF OF ROAD LICENCE, A ONE EVENT RECREATIONAL LICENCE OR MNSW LICENCE AND MOTORCYCLE REGISTRATION MUST BE PRESENTED AT SIGN ON .

I have read, understood, and agree to the event terms and conditions: Yes

Rider’s full name: _____

Date of birth: _____ Current age (yrs): _____

Parent/Guardian if rider is under 18 yrs: _____

Residential address: _____

Phone: _____

Email: _____

Road Licence No: _____

MNSW Licence No: _____

IF YOU DO NOT HOLD MNSW LICENCE: A Trail Pass can be purchased here: <http://www.ridernet.com.au/>

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Emergency Contact 1: _____ Phone: _____

Emergency Contact 2: _____ Phone: _____

Current ambulance cover: Yes No

Allergies: _____

Medications: _____

Any health conditions that medical personnel should be aware of: _____

BIKE DETAILS:

Make: _____ Model: _____ Year: _____

Registration: _____ VIN: _____



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TERMS AND CONDITIONS OF ENTRY

The Pines 130, Oberon 27 April 2025

WARNING: This is an important document that affects your rights and obligations. You acknowledge that you have read and agreed to these terms and conditions before purchasing an entry to the Event.

The Promoter requires any person participating in the Event to indemnify and release the Promoter and the owners or occupiers of any land on which the Event is held from any liability for loss or damage to property, personal injury, disability or death arising from the Event. An indemnity and release form will be provided to you as part of the sign on process.

1. EVENT PARTICULARS

- Event: The Pines130, Oberon NSW
- Date: Sign on / scrutineering: 26 April 2025, 3.00 PM -7.30 PM
Trailride: 27 April 2025, 9.00 AM- 4.00 PM
- Venue: Camping and sign on / scrutineering: The Reef Reserve, The Reef Road, Oberon NSW 2787
Trailride: NSW State Forest, Black Springs NSW 2787
- Promoter: Dirtbike Pty Ltd (ABN 98 611 685 977), Unit 3, 7 Cavendish Street, Mittagong NSW 2575
- Land Owner: Forestry Corporation, 121-131 Oratava Avenue, West Pennant Hills NSW 2119

2. ACKNOWLEDGEMENT OF RISKS AND DANGERS

- (a) You acknowledge that motorcycle sport is an inherently dangerous activity which involves significant risk of loss or damage to property, personal injury, disability or death. Risk factors include but are not limited to:
- the nature and type of terrain;
 - weather conditions;
 - the presence of animals and other natural environmental elements;
 - the presence of people, other motorcycles, motor vehicles, property or equipment;
 - other participants riding dangerously and/or with lack of skill;
 - high levels of noise; and
 - the conduct of persons including acts of violence or harm whether wilful or otherwise.

If you do not wish to be exposed to such risks then you should not participate in this motorcycle sport Event.

- (b) You acknowledge that by attending or participating in the Event:
- You may be seriously injured, both physically or mentally, which may result in permanent disability or death.
 - Your motorcycle or any other equipment or personal property may be lost, damaged or destroyed.
 - The course may be hazardous and conditions may vary without warning or the reasonable predictability of the Promoter.
 - Other participants may ride dangerously or with lack of skill which may cause personal injury, disability or death of other riders as well as damage or destruction of property.
 - By participating in this Event any policy of insurance with respect to your life or physical or mental health may be voided.
 - There may be no or inadequate facilities for treatment or transport by ambulance to medical facilities if you are injured or killed.

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3. RIDER'S OBLIGATIONS AND RESTRAINT

You acknowledge that:

- You are bound by the governing law and regulations in force in the State in which the Event is held.
- You must use due skill and care at all times when riding on the course.
- You must follow the directional signage on the course.
- You must follow all instructions or directions given by the Promoter or its employees, agents, officials or representatives immediately or as soon as practicably possible.
- You must render assistance to other riders where necessary and notify the Promoter of persons requiring medical assistance or recovery without delay.
- You must not record, map or trace the course in whole or in part.
- Failure to observe your obligations may result in your eviction from the Event at the Promoter's sole discretion. Fines may apply.

4. CODE OF CONDUCT

By entering, attending or participating in the Event you agree to:

- Show respect and courtesy to all persons involved or associated with the Event;
- Use appropriate and responsible behaviour at all times;
- Respect the decisions of the Promoter, its employees, agents, officials and representatives;
- Act with integrity and accept responsibility for your decisions, actions and resulting consequences;
- Act responsibly in relation to alcohol;
- Refrain from engaging in any illegal drug use; and
- Not use abusive, bullying or threatening behaviour and report any such behaviour to the Promoter.

5. RESTRICTED AND PROHIBITED ITEMS

The following items are not permitted at the Venue:

- Glass or breakable containers;
- Open fires (unless approved by the relevant Authorities);
- Alcoholic beverages are prohibited during the trailride.
- Illicit drugs;
- Flares, fireworks, laser pointers, firearms, dangerous weapons or any device that has the potential to cause injury or public nuisance;
- Spray cans or compressed air canisters;
- All animals except guide or assistance animals are prohibited at the trailride Venue;
- Skateboards and roller blades;
- Recording devices for commercial purposes;
- Platforms, structures or materials to be used to erect platforms or other viewing platforms;
- Commercial, political, vilifying or offensive clothing, banners, logos or signage, including outlaw motorcycle or crime gang colours;
- Any items or goods for public sale; and
- Bad attitudes, youse cunts

6. PROMOTER'S RIGHTS

The Promoter reserves all rights to:

- a) Refuse any entry, admission or participation in the Event with or without cause and at its sole discretion, including if any person is deemed to be intoxicated and/or disorderly or shows clear signs of illness and registers a temperature above 37.5 degrees Celsius;
- b) Refuse entry or admission to persons not authorised to attend the Event or persons attempting to bring any restricted or prohibited items into the Venue;
- c) Amend or modify the terms and conditions of entry, admission or participation in the Event or any rules of conduct;
- d) Re-schedule, alter, postpone or cancel the Event or any part of it;
- e) inspect and / or search bags, motor vehicles and motorcycles brought into or out of the Event Venue. You must provide all reasonable assistance to enable such searches or inspections; and

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- f) Disclaim all liability, to the fullest extent legally permissible, for any loss, damage, injury or claim arising from or in connection with the entry, promotion, attendance or participation in the Event.

7. CANCELLATION POLICY

The Promoter reserves the right at its discretion for any reason and without prior notice to reschedule or cancel the Event. Your registration will remain valid for the rescheduled Event.

Circumstances that may see the event cancelled or rescheduled include but are not limited to, acts of God, pandemic (including COVID-19), fire, storm, rain, floods, civil commotion, industrial action, safety conditions, unsuitability of conditions at the Event venue and any other circumstance outside of the control of the Promoter.

8. REFUND POLICY

- a) You may withdraw from the Event due to injury, illness, unforeseen circumstances, change of mind or incorrect purchases. You may request either:

- a partial refund of your entry fee; or
- transfer your entry fee to a subsequent event scheduled within 18 months from the original date of this Event.

Notice of withdrawal from the Event must be given in writing by email to entries@dirtbike.com.au to be considered for a refund. Refunds will be applied as follows:

- 80% refund where notice is given more than 14 days before the date of the Event.
- 50% refund where notice is given more than 7 days before the date of the Event.
- No refunds where notice is given 7 days or less before the date of the Event or for failure to attend.
- If the Event is rescheduled and you are unable to attend on the rescheduled date, you will be entitled to 80% refund of your entry fee provided that you have not elected to transfer your fee to a subsequent event.

- b) Early completion or cancellation during the Event

The Promoter may determine that the Event must be stopped before the scheduled completion time and/or you may be required to leave the Event before the scheduled completion time in circumstances including but not limited to:

- conditions becoming too dangerous during the Event; or
- serious injury, illness or death; or
- rule or order issued by a relevant authority relating to a Pandemic, evacuation due to natural disaster, or other acts of God.

In these circumstances, you will not be entitled to a refund.

- c) You are not entitled to a refund if you are evicted from the Event for failure to observe the Terms and Conditions of entry.
d) Event entries are not transferable to other persons.
e) The Promoter accepts no responsibility or liability for any other costs incurred by you in relation to an Event that is rescheduled or cancelled. Any payment to you for cancellation or rescheduling of an Event is limited to a maximum of the amount of the entry fee paid by you to the Promoter in relation to the relevant Event.

9. GENERAL CONDITIONS

- Persons gaining unauthorised access to the Event Venue will be evicted and may be liable for prosecution.
- Persons who use offensive or threatening language, cause a disturbance or refuse to comply with requests made by the Event Venue staff will be evicted.
- Children and minors under the age of 18 must be supervised by a responsible adult or guardian at all times.
- Persons other than entrants and officials are not permitted on the Event Course. All persons permitted on the Event Course must be signed on.
- Enclosed toe footwear must be worn at all times for the duration of the Event including for scrutineering and sign on.
- Persons bringing personal items into the Event Venue do so at their own risk. Neither the Promoter nor the Event Venue will be held responsible for any damage to, loss or theft of personal property.
- Any unauthorised commercial activity including ticket selling, soliciting, customer surveying, or attaching advertisements is not permitted.

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- Any unauthorised capturing of images for commercial use or broadcast in any format is not permitted .
- Any unauthorised recording, mapping or tracing of the Event course is strictly prohibited.
- Use of rope, bunting, poles, temporary fencing, tarpaulin, paint, or any other materials to create segregated or reserved viewing areas is strictly prohibited. The Event Venue may remove all such materials at their discretion (including at the conclusion of each day of the Event).
- Any property left unattended at the conclusion of each day will be deemed abandoned and forfeited to the Promoter.

10. NO SMOKING POLICY

A no-smoking policy is in place for all scrutineering, sign on and Event Course areas. The Promoter reserves the right to designate smoking areas.

11. FOOD AND BEVERAGE

Food and beverages may be available for purchase at some event venues. Final instructions issued to participants prior to the event will advise whether food and beverages are available for purchase.

Food and beverages for personal consumption may be brought to the Event.

You may not bring alcoholic beverages to licensed event venues.

No food or beverages may be brought to any event venue for sale.

12. LIQUOR LICENSING

All persons entering an event venue that is licensed under liquor licensing legislation in force at the time of the Event are advised that:

- Intoxicated persons will not be permitted to enter;
- Persons in possession of liquor will not be permitted to enter;
- Checking procedures will apply to prevent persons possessing liquor from entering;
- Intoxicated persons will be removed from the premises;
- It is an offence for minors to purchase and consume liquor;
- It is an offence to purchase liquor for (or supply liquor to) minors;
- Persons supplying liquor to minors will be reported to the Police and penalties apply under liquor licensing legislation; and
- Persons under 25 years of age may need to show valid ID as proof of age for purchase and consumption of liquor.

13. RESPONSIBLE SERVICE OF ALCOHOL

The Event Venue supports the responsible service of alcohol. You agree to follow the directions of the Promoter in relation to the consumption of alcohol to ensure a safe environment. The Promoter reserves the right to refuse entry or evict intoxicated persons.

14. IMAGES AND RECORDINGS

You acknowledge that you may be photographed and/or filmed at the Event. The Promoter, the Released Parties and third parties authorised by the Promoter may create, record, transmit, reproduce and use visual and audio-visual footage ("Recordings") and still images ("Images") of you at or in relation to the Event.

You grant the Promoter, the Released Parties and third parties authorised by the Promoter permission to use Recordings and Images in any media, worldwide and for any purpose without identification, compensation or payment of any kind. If you do not wish to be photographed or filmed for these purposes, you must advise the Promoter.

15. YOUR PRIVACY

The Promoter collects personal information (within the meaning of Australian privacy legislation) about you which is necessary for it to operate the Event and to help promote the Event and other similar events.

The Promoter may collect your name, address, email address and phone number for the purposes of arrangements at the Event and to conduct research, marketing and promotional activities in relation to the Event and such other subsequent events.

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Unless you advise the Promoter otherwise, you consent to receiving future promotional and marketing material from the Promoter and its sponsors and partners, including news, offers, products and services you might be interested in, by any medium, including telephone, email, mail, SMS or online marketing.

Information about how to contact us, access or correct the personal information that we hold about you, revoke your consent to publish or lodge a complaint, please send email to entries@dirtbike.com.au.

16. INDEMNITY AND RELEASE

You agree that:

- a) You have read and understood the above information including all risks, dangers and obligations.
- b) You are 16 years of age or older on or before the date of the Event.
- c) All information provided on your entry form is true and correct.
- d) Your participation in the Event is at your sole risk and responsibility.
- e) You accept the conditions of the Venue as is with all or any defects or hazards whether visible or hidden.
- f) The Promoter is not responsible for assessing your skill or ability to participate in the Event.
- g) Your participation or attendance at the Event is not covered by any insurance policy maintained by the Promoter.
- h) The Promoter and the owners and occupiers of the land on which the Event is held, including their respective employees, agents, officials and representatives (the "Indemnified"), do not warrant that any Event services will be provided with due care and skill or that any infrastructure, materials or property provided at the Event will be fit for purpose.
- i) You indemnify, release and hold harmless the Indemnified from all liability for any loss or damage to property, personal injury, illness, disability or death you may suffer or cause to suffer arising directly or indirectly from attending or participating in the Event, including arising from the negligence of the Indemnified, to the extent permitted by law.
- j) This indemnity may be pleaded by the Indemnified as a complete defence to any legal proceedings or any alleged right you may claim against one or more of the Indemnified.



Indemnity and Release

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- the nature and type of terrain;
- weather conditions;
- the presence of animals and other natural environmental elements;
- the presence of people, other motorcycles, motor vehicles, property or equipment;
- other participants riding dangerously and/or with lack of skill;
- high levels of noise; and
- the conduct of persons including acts of violence or harm whether wilful or otherwise.

If you do not wish to be exposed to such risks then you should not participate in this motorcycle sport Event.

(b) You acknowledge that by attending or participating in the Event:

- You may be seriously injured, both physically or mentally, which may result in permanent disability or death.
- Your motorcycle or any other equipment or personal property may be lost, damaged or destroyed.
- The course may be hazardous and conditions may vary without warning or the reasonable predictability of the Promoter.
- Other participants may ride dangerously or with lack of skill which may cause personal injury, disability or death of other riders as well as damage or destruction of property.
- By participating in this Event any policy of insurance with respect to your life or physical or mental health may be voided.
- There may be no or inadequate facilities for treatment or transport by ambulance to medical facilities if you are injured or killed.

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You agree that:

- You have read and understood the Event Terms and Conditions including all risks, dangers and obligations.
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- All information provided on your entry form is true and correct.
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- You accept the conditions of the Venue as is with all or any defects or hazards whether visible or hidden.
- The Promoter is not responsible for assessing your skill or ability to participate in the Event.
- Your participation or attendance at the Event is not covered by any insurance policy maintained by the Promoter.
- The Promoter and the owners and occupiers of the land on which the Event is held, including their respective employees, agents, officials and representatives (the "Indemnified"), do not warrant that any Event services will be provided with due care and skill or that any infrastructure, materials or property provided at the Event will be fit for purpose.
- You indemnify, release and hold harmless the Indemnified from all liability for any loss or damage to property, personal injury, illness, disability or death you may suffer or cause to suffer arising directly or indirectly from attending or participating in the Event, including arising from the negligence of the Indemnified, to the extent permitted by law.
- This indemnity may be pleaded by the Indemnified as a complete defence to any legal proceedings or any alleged right you may claim against one or more of the Indemnified.

YOUR NAME:

CONTACT IN AN EMERGENCY:

(This person should be available by telephone and **NOT** also participating in this event)

Name:

Contact phone number:



Indemnity and Release

Are you aged 18 years or over on the date of the event? YES <input type="checkbox"/> <input type="checkbox"/> NO, details of parent or guardian required	
If YES: YOUR SIGNATURE: 	NAME OF YOUR PARENT OR GUARDIAN: SIGNATURE OF PARENT OR GUARDIAN:
DATE OF SIGNING THIS FORM:	

If any parent or legal guardian of a **person under the age of 18 years on the day of the event** allows or encourages the younger person to participate in the Event, then that parent or legal guardian is hereby advised that the Organiser cannot accept any liability for loss or damage to property, personal injury, disability or death caused to the participant. The parent or legal guardian acknowledges that by signing this indemnity or by permitting the younger person to participate, the parent or legal guardian accepts complete responsibility for any loss or damage to property, personal injury, disability or death caused to the participant.