

Section 8: Indemnity

I The undersigned for my lawful heirs successors and assigns in consideration of and as a condition of Aegis Training Services agreeing to my request to train me in the operation of driving a vehicle/riding of a motorcycle, hereby waiver all claims for liability against Aegis Training Services its employees, servants, agents and contractors. Providing such liability arises while I am participating in the said training scheme. Liability shall mean liability in tort or contract for death, personal injury, or damage to property, loss of income, and damage to personal property as a result of normal operations of training. I agree to abide by the terms and conditions for motorcycle training by Aegis Training Services its employees, servants, agents and contractors.

I will inform the trainer if any exercise I have been asked to perform is not within my current ability to perform at a safe standard. I will also inform the Trainer prior to training commences of any special circumstances, such as any medical condition, or medication taken (either prescribed or non-prescribed), alcohol or recreational drug use that would cause me to be over the prescribed legal limit

I understand that any damage to a motor vehicle whilst participating in a training program will be repaired at my own cost in a timely manner. During the training I will not drive a vehicle/ride a motorcycle in any manner that contravenes any law. I understand that driving a vehicle/riding a motorcycle could be potentially hazardous and could lead to injury, damage or loss (to person and or property) including from incidents caused by me, by another person or by the nature of driving/riding. I participate in training entirely at my own risk.

In consideration of the training, instruction, professional advice and services given to me, I

- a. *release and discharge Aegis Training Services Pty Ltd ("Aegis") from any liability howsoever arising out of the facts and circumstances the subject of any claim brought now or in the future; and*
- b. *Indemnify Aegis against all claims which have arisen or which may arise in the future in relation to the facts and circumstances the subject of any claim.*

This agreement may be pleaded in bar to any action, claim, demand or proceeding brought now or in the future by me or on my behalf having arisen or which may arise in the future out of the facts or circumstances the subject of any claim.

The terms of this agreement and the facts and circumstances giving rise to this agreement are to be kept confidential and are not to be disclosed to any party other than:

- a. *my spouse or lawyer;*
- b. *for the preparation of my accounting or taxation returns; or*
- c. *to the extent that disclosure is required by law.*

The laws of the State of Queensland govern this agreement and I submit to the non-exclusive jurisdiction of the courts of Queensland.

Signed: _____

Name: (print) _____

Date: _____

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