

## **APC Rally TERMS AND CONDITIONS OF USE FOR THIS MAP**

*Please note these terms and conditions relate to purchasing and using the map purchased.*

Please carefully read and agree to the following terms and conditions which form part of the contract you enter into by using one of our maps.

1. The map is produced by JLH Advertising trading as APC Rally of 1298 Wynnum Road, Tingalpa QLD 4173. ABN 81776345062
2. A deposit is required to establish and hold a reservation. The full balance is due and payable within 90 days. Your MAP purchase will be considered cancelled should the full balance not be received by APC Rally.
3. Should you have to cancel we must receive notice in writing (email is acceptable). This must be received (14) days prior to recommended departure date. If received with less than thirty 14 days notice any refund will be solely at our discretion. In the circumstances we strongly recommend that you obtain trip cancellation insurance from an insurance company. Please note there is a \$nil admin fee charged on all cancellations.
4. You are responsible for ensuring that you are fit and healthy enough to ride the track this map marks out. We reserve the right to insist on a medical certificate from your doctor stating that you are in a suitable condition.
5. The map producer has the sole discretion to alter the itinerary should it become necessary due to weather, local conditions, politics or various other reasons. No refund will be considered in the event of any such changes.
6. APC Rally and JLH Advertising PYT LTD takes no responsibility for any flight delays or scheduled changes at any stage throughout the trip. In the event of any such change no refund will be considered.
7. APC Rally insists that riders take out a personal travel insurance policy and will request proof the same. It is the rider's responsibility to ensure suitable insurance is taken out prior to commencement of the trip.
8. APC Rally and JLH Advertising PYT LTD is not responsible for any accidents. It is agreed and understood that neither APC Rally nor its agents are the guardians of any customer safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the MAPPED TRACK which might result in injury, death or other damage to the customer, his property or his family heirs or assigns.
9. All riders are agreeing to obey Australian road rules and are solely responsible for any fines or litigation from another road user if they are involved in a two vehicle accident.
10. APC Rally are not responsible for any equipment damage or for the recovery of any broken-down machinery. In signing this document I understand that I am purchasing a map and that I am responsible for any injuries I sustain and agree that no claim can be made against APC Rally and JLH Advertising PYT LTD FOR ANY LOSS OF INCOME OR DEATH OR PERMANANT INJURIES THAT ARE SUSTAINED WHILST RIDING THIS COURSE. I ASSUME FULL RESPONSIBILITY FOR MY OWN WELFARE AND DO NOT WISH FOR ANY CLAIMS TO BE MADE AGAINST THIS COMPANY BY ANY OF MY BENIFICERIES IF A DEATH OR PERMENT INJURY OCCURES.

### **Acceptance of Trips Term and Conditions**

I understand that I will be required to sign a Release and Waiver form before I can RIDE THE COURSE SHOWN BY THIS MAP. I have read and accept the terms and conditions of APC Rally. I am aware that motorcycling can be dangerous. I am aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the trip can influence the risks. I agree to accept those risks.

I am an experienced responsible and healthy motorcyclist with a valid motorcycle driver's license. As a passenger I am aware of the potential dangers of motorcycling.

I further agree and understand that owners, operators and agents of this trip, including APC Rally, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way or any occurrence in connection with the operation of my participation in the trip which might result in injury, death or other damage to me, my property or my family heirs or assigns.