

ULTIMATE TRAIL RIDING LTD

TERMS & CONDITIONS

IMPORTANT NOTE: Please read carefully.

These are the Terms & Conditions by and subject to which Ultimate Trail Riding Ltd agrees to provide and allow a motorcycle rider ("the Rider") to participate in a days Trail riding.

Prior to participating in the Trail ride you are required to enter into a legally binding agreement confirming that you agree to do so subject to the Terms & Conditions set out here. In this Agreement, for the purposes of convenience the masculine gender is used to refer also to the feminine.

THE DAY OUT:

- 1.** The Rider accepts that riding a motorcycle and participating on a Trail ride, on whatever, trail, road, surface or terrain and whether on public or private highways and regardless of the circumstances or conditions, is inherently dangerous and that it is consequently very difficult for Ultimate Trail Riding Ltd to insure against risk of injury or other damage. The Rider therefore agrees and accepts that in participating on a Trail ride, whether on a public or private highway, he is (a) voluntarily exposing himself to and will assume all and any risk of damage or loss or personal injury whether to his person, property or otherwise howsoever (b) solely responsible for the manner in which he rides (c) under a legal obligation at all material times to ride with reasonable care and skill in relation to himself and others (d) responsible for ensuring that he wears appropriate protective clothing that is reasonably fit for its intended purpose and (e) under a legal obligation to and will take all steps reasonably required to ensure that nothing he does, or fails to do, will adversely affect the health and safety of Ultimate Trail Riding Ltd or other participants on the Trail ride or any third party and (f) solely responsible for injury, damage or loss that he causes to others.
- 2.** By way of further assurance to Ultimate Trail Riding Ltd, the Rider hereby and variously warrants and declares that (a) he is fit & healthy, and that he knows of no reason, medical or otherwise, why he may not or which might otherwise influence the decision of Ultimate Trail Riding Ltd to allow him to participate in the Ride (b) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the Ride and that (c) he will not participate in the Ride whilst using, under the influence of or suffering withdrawal from the consequences of alcohol, drugs or medication.
- 3.** The Rider understands accepts and agrees that (a) Ultimate Trail Riding Ltd is not a training organisation and does not represent itself as such and that (b) whilst Ultimate Trail Riding Ltd may, it is not obliged to, give guidance on the standards of riding required and (c) it is not in a position to and will not otherwise enforce or be responsible for and hereby disclaims all and any liability for rider discipline or rider safety.
- 4.** The Rider further agrees to defend, indemnify, and hold Ultimate Trail Riding Ltd harmless against any claims, damages costs, expenses & losses arising out of any claim made against them by any persons where such costs & losses are attributable directly or indirectly to the Rider's negligence or participation or other involvement in the Ride or his breach of any of the terms of this Agreement.
- 5.** Ultimate Trail Riding Ltd reserve the right to withdraw its services, without refund or any other right to claim for compensation, loss or damage or otherwise whatsoever, and will be under no further obligation to provide the Trail ride or other any service or facility if the rider is judged by Ultimate Trail Riding Ltd as acting irresponsibly, unreasonably by or in a manner likely to endanger or cause loss or damage to the Rider, Ultimate Trail Riding Ltd or others.

USE OF MOTORCYCLE AND CLOTHING:

1. The Rider agrees and accepts that: the motorcycle and/or any safety clothing or equipment provided at his request, is provided to him for the sole purpose of a non-competitive Trail ride; that if the motorcycle or clothing is rendered or appears to Ultimate Trail Riding Ltd to be unusable or unsafe due to damage whilst in his custody or possession or otherwise as a consequence of his negligence, misuse or neglect the Rider will (a) forfeit all and any entitlement to participation in any remaining period of the Trail ride and any right to a refund, (b) that a replacement motorcycle/clothing will not be provided, and that (c) major accident repairs cannot be undertaken on location.

2. The Rider agrees and accepts that: in the event of a motorcycle breakdown caused through no fault of his own, his sole and exclusive remedy against Ultimate Trail Riding Ltd shall be limited to (and at the sole option or discretion of Ultimate Trail Riding Ltd) either a refund, determined by reference to the period remaining at the time of the breakdown calculated on a pro-rata basis, or repair or the use of a replacement motorcycle, but that any costs for travel, accommodation and subsistence etc. will not be refunded or otherwise payable to him under any circumstances.

PERSONAL ACCIDENT:

Our bikes are insured and provide you, the rider, with third party insurance cover – i.e. cover for any damage you may unwillingly inflict on a third party / vehicle whilst on tour with us. This does not cover you for personal damages or injuries to yourself. As with any other potentially dangerous pastime, you may wish to consider purchasing one day personal Insurance cover for Motor Track Days before attending the course, as everyone rides at their own risk.

This can be purchased separately from companies such as Interzug Travel Tel: 0870 333 1841, or book on line at trackcover.com.

SIGNED BY THE RIDER _____

DATE _____

PLEASE PRINT NAME _____

RIDERS ADDRESS _____

RIDERS E MAIL ADDRESS _____

RIDERS TELEPHONE NUMBER _____

DRIVERS LICENSE NUMBER _____

Ultimate Trail Riding Ltd – First Floor, Vitesse House, Ashford Road, Ashford,
Middlesex, TW15 1XB – 07967 561833/07884 261759 –
info@ultimatetrailriding.co.uk www.ultimatetrailriding.co.uk