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## Deed of Appointment of Temporary Guardian

1. I/We \_\_\_\_\_ of \_\_\_\_\_ are the parent(s) or legal guardian(s) of \_\_\_\_\_ ("Minor") who is under 18 years old. The Minor wishes to enter the Willowbank MX motocross park ("the Park") for the purposes of performing motocross, riding motorbikes and spectating or being in the vicinity of motorbike riding ("Activities").
2. I/We appoint and authorise \_\_\_\_\_ ("Guardian") as temporary guardian(s) and custodian(s) of the Minor whilst the Minor is in the Park.
3. I/We acknowledge that Activities are inherently dangerous recreational activities that may expose the Minor to certain risks and hazards, including but not limited to:
  - a. physical or psychological injury or trauma, disability, illness or death;
  - b. personal property being lost, damaged or destroyed;
  - c. other persons attending the Park acting dangerously or with lack of skill or care, committing acts of violence or other harmful acts, or their motor vehicles colliding with the Minor's motor vehicle or person;
  - d. high levels of noise exposure;
  - e. the facilities of the Park failing to ensure the safety of the Minor or his/her property in the Park;
  - f. the Park containing hazards and dangers so numerous that there may not be warning signs indicating those dangers and they may vary without warning or predictability;
  - g. the Park containing no or inadequate facilities for treatment or transport of the Minor if he/she is injured.
4. In consideration of Willowbank MX, its directors, officers, employees, promoters, sponsor organisations, land owners and lessees, contractors and volunteers (collectively "Willowbank MX") accepting the Minor as an entrant to the Park, I/we agree to indemnify the Guardian and Willowbank MX (and its successors and assigns) in the following manner:
  - a. the Minor enters the Park at my/our sole risk and responsibility;
  - b. the Minor accepts the venue as it stands with all defects, hidden or exposed;
  - c. on entering the Park the Minor is bound by the Willowbank MX Rules and Regulations and all lawful instructions and directions of Willowbank MX;
  - d. I/We indemnify and hold harmless Willowbank MX against any claim that may be made by the Minor or on his/her behalf or by other parties arising out of any injury, psychological injury and trauma, illness, disability, death, or loss and damage to the Minor or its personal property caused by any act, omission or negligence.
5. I/We release and forever discharge the Guardian and Willowbank MX from all claims that I or the Minor may have or may have had but for this release arising from or in connection with this Deed or from the Minor's entry into the Park.



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6. I/We declare that the Minor is medically and physically fit and able to participate in the Activities.
  7. I/We authorise the Guardian to administer to the Minor such medical treatment as may be required to treat an injury, damage or loss that the Minor may suffer as a result of being in the Park or participating in the Activities.
  8. I/We authorise the Guardian to direct the Minor not to participate in the Activities at the Park if participation constitutes an unacceptable risk of causing the Minor physical or psychological injury or trauma, illness, disability, death, or loss and damage to his/her person or personal property.
  9. I/We have read this document and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the Minor. I/We consent to the Minor attending at the Park and participating in the Activities at the Park at his/her own risk, and for the Guardian to sign the Liability Waiver on the Minor's behalf.

**EXECUTED** by

\_\_\_\_\_  
Signature of parent/legal guardian

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Name of parent/legal guardian

\_\_\_\_\_  
Name (BLOCK LETTERS)

\_\_\_\_\_  
Date signed