



## Schedule

### Item

1 **Affiliate** **Kuranda Rainforest Journeys Pty Ltd ABN 24 623 047 898** of 1015 Kennedy Highway  
Kuranda Qld 4881

- 2 **Package**
- Permit** – as set out in Annexure 1
  - Public Liability Insurance** – as described in Clause 1.1.2
  - Professional Indemnity Insurance** – as described in Clause 1.2
  - Personal Accident Insurance** – as described in Clause 1.3

3 **Permit Fee** **\$5,000** plus GST and payable within 30 days of invoice

4 **Notices**

<b>To the Affiliate</b>	<b>To MA</b>
<b>Name</b> Perry Marshall	<b>Name</b> Tony Hynes
<b>Email</b> <a href="mailto:tours@kurandarainforestjourneys.com.au">tours@kurandarainforestjourneys.com.au</a>	<b>Email</b> <a href="mailto:legal@ma.org.au">legal@ma.org.au</a>

5 **Date of Agreement** 28 September 2021

6 **Execution** **Motorcycling Australia**  
By its duly authorised officer:

\_\_\_\_\_  
Signature of authorised officer  
Peter Doyle, CEO

\_\_\_\_\_  
Signature of witness  
Tony Hynes

**The Affiliate**  
by its duly authorised officer:

\_\_\_\_\_  
Signature of authorised officer

Perry Marshall

Nathaly Marshall

\_\_\_\_\_  
Signature of witness



**THIS AFFILIATION AGREEMENT** is made between

**MOTORCYCLING AUSTRALIA Limited ABN 83 057 830 083** of Office 38, 1 International Drive,  
Westmeadows, VIC, 3043 (**MA**)

and

**The Person or Entity named at Schedule Item 1 (the Affiliate)**

#### **WHEREAS**

- A. MA is the recognised governing body for motorcycle sport in Australia and is the Australian affiliate of the Fédération Internationale de Motocyclisme the global sanctioning body for motorcycle sport.
- B. The Affiliate is desirous of conducting the Activity under the auspices of MA.
- C. The parties have agreed that MA will permit and the Affiliate will conduct the Activity upon the terms of this Agreement.

**IT IS AGREED** as follows:

#### Definitions and Interpretation

In this Agreement:

**Activity** means the non-competition activity specified in the Permit;

**Package** means the elements of the Permit and insurances package identified with a tick in **Schedule Item 2**;

**Permit** means the Non-Competition Permit issued by MA to the Affiliate sanctioning the conduct of the Activity, a draft of which is contained in **Annexure 1**;

**Permit Fee** means the fee set out in **Schedule Item 3**;

**Term** means the period of time set out in Clause 2;

headings are for convenience only and do not affect interpretation and, unless the context indicates a contrary intention, "includes" in any form is not a word of limitation, a reference to "month" is to a calendar month, and a reference to "\$" or "dollar" is to Australian currency.

#### Agreement to Support

1. In consideration of the Affiliate paying to MA the Permit Fee, MA agrees to provide the Affiliate with the following package:
  - 1.1. Permit: MA will issue to the Affiliate a Non-Competition Permit:
    - 1.1.1. permitting the Affiliate to organise and conduct the Activity during the Term;
    - 1.1.2. certifying that General and Products (Public) Liability insurance has been arranged covering the Activity:
      - cost: included in the Permit fee
      - insurer: MA Insurance Ltd
      - limit of liability: \$27m
      - excess: nil
      - covering liability to pay compensation for personal injury, property damage or advertising injury due to negligence occurring in connection with the Activity.
  - 1.2. Professional Indemnity Insurance: As an MA-accredited coach providing an MA-Permitted coaching programme, the Affiliate is covered by MA's Professional Indemnity Insurance:
    - cost:
    - insurer: MA Insurance Ltd



- limit: \$2.5m
- excess: nil
- covering liability to pay compensation for financial loss by a third party as a result of incorrect professional advice.

1.3. The holding of a current MA licence entitles the rider to the benefits of the MA Personal Accident policy:

- cost:
- insurer: MA Insurance Ltd
- excess: nil
- covering MA-licenced riders participating in MA-permitted events providing reimbursement of medical and related expenses as set out in the Schedule of Benefits on a 'no fault' basis.

## Term

2. This Agreement:

2.1. commences on the day it is executed and remains in force until the expiry date of the Permit, unless terminated earlier under Clause 10.

2.2. does not confer on the Affiliate any right or option to renew the Agreement for any further Term or period of time.

## Liability Waiver Agreement

3. The Affiliate covenants that all participants in the Activity will, prior to such participation, sign an MA-approved waiver agreement or the MA Liability Waiver Agreement contained in **Annexure 2**.

## Conduct of Activity

4. The Affiliate covenants that in organising and conducting the Activity to always:

- 4.1. engage appropriately qualified and/or experienced personnel to provide the Activity;
- 4.2. promote the integrity, good name and reputation of the Affiliate, of MA, and of motorcycle sport;
- 4.3. exercise due care skill, care and diligence;
- 4.4. comply with relevant MA policies including its Social Media and Privacy policies; and
- 4.5. comply with relevant laws including working with children, occupational health & safety, and equal opportunity laws.

## Injury Reporting

5. If any participant in the Activity suffers injury requiring transportation to hospital, the Affiliate will advise MA, by no later than the next business day to [legal@ma.org.au](mailto:legal@ma.org.au), of the nature of such injury - by providing a completed Injury Report Form as contained in **Annexure 3** – and the surrounding circumstances giving rise to the injury.

## Non-Exclusive Agreement to Support

6. The Affiliate acknowledges that:

- 6.1. This Agreement is not entered into on an exclusive basis; and
- 6.2. MA may enter into other affiliation agreements with other parties whose activities are the same or substantially the same as the Activity.

7. The rights of either party under this Agreement shall not be transferable or assignable either in whole or in part.

## Representations and Warranties

8. Each party represents and warrants that:

- 8.1. it has the right to enter into and perform this Agreement and to grant the rights hereunder; and
- 8.2. its entry into and performance of this Agreement does not and will not breach any existing agreement or arrangement between it and any other person or infringe the rights of any other person.

## Non-Disclosure

9. The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both parties.



## Termination

10. Either party may terminate this Agreement by giving written notice to the other party if:
  - 10.1. the other party having breached a provision of this Agreement and such breach is not remedied to the satisfaction of the aggrieved party (acting reasonably) within 5 business days (or such longer period as specified in the notice) after the receipt of the notice;
  - 10.2. the other party goes into liquidation (except for the purposes of amalgamation or reconstruction) or receivership (including administrative receivership) or has an administrator appointed, stops or suspends payment of all or a material part of its debts or makes any arrangement or composition with its creditors;  
or
  - 10.3. the other party is involved in any conduct or activity which is detrimental to the reputation of the other party, or which is detrimental to the reputation of motorcycle sport.

## Applicable Law

11. This Agreement and the rights and obligations of the parties under it shall be construed and take effect in accordance with and be governed by the laws of the State of Victoria and each party expressly submits to the non-exclusive jurisdiction of the Courts of Victoria and of all courts competent to hear appeals from them.

## Entire Agreement

12. This Agreement constitutes the entire agreement between the parties. No agreement or understanding varying the terms of this Agreement shall be binding on either party unless in writing and duly executed by or on behalf of the parties hereto.

## Notices

13. The parties may serve a notice on each other by email to the person identified at the email address stated in **Schedule Item 4**. A party may give notice to the other party changing the details in this clause 13.

**EXECUTED** as an agreement by being signed for and on behalf of the parties on the date set out in **Schedule Item 5** and in the manner set out in **Schedule Item 6**.



## NATIONAL NON-COMPETITION PERMIT

Permit No. ##

Kuranda Rainforest Journeys P/L ABN 24 623 047 898

is authorised to organise and conduct

**Quad Bike Tours** (the Activity)

from **16 October 2021** to **15 October 2022** (both days inclusive)



subject to the following conditions:

1. compliance with the terms of the agreement between MA and the Affiliate dated 28 September 2021
2. compliance with the laws of the State/Territory where the Activity is conducted
3. satisfactory daily vehicle inspection
4. the prominent display of this Permit at the Affiliate's business premises, and of the MA logo on the Affiliate's website

The following additional conditions apply:

This Permit sanctions and is evidence that Public Liability insurance has been arranged covering:

- All authorised persons under the direction or control of the Affiliate whilst acting in such capacity
- All activity associated with the proper conduct of the Activity

Issued by **Motorcycling Australia Limited** acn 057 830 083

The controlling body of motorcycle sport in Australia

Affiliated to the Fédération Internationale de Motocyclisme

Name of Issuing Officer

---

Signature of Issuing Officer

---

Date

---

## ANNEXURE 2



### LIABILITY WAIVER AGREEMENT

1. The purpose of this Agreement is to exclude the liability of the Provider (as defined below) to the extent permissible by law to pay damages or any other form of compensation for any personal injury or death suffered by me resulting from participating in the Recreational Activity (as defined below).
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this Agreement I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this Agreement and that I have done so voluntarily in the knowledge that it is open to me not to sign the Agreement and for me to elect not to participate in the Recreational Activity.
4. I release and forever hold harmless the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity from and against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
5. I also agree to indemnify the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
6. I also agree that the liability of the Provider for any personal injury that may result from the supply of the Recreational Services (as defined below) that may be suffered by me is excluded.

#### Parent / Guardian Declaration

7. In my capacity as the parent/guardian of the Participant I make the above acknowledgements, releases, agreements and warranties on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

#### Definitions

“**Participant**” means the person whose name appears next to Participant below.

“**Provider**” means Kuranda Rainforest Journeys Pty Ltd ABN 24 623 047 898

“**Recreational Activity**” means the motorcycling activity provided by the Provider.

“**Recreational Services**” means the organisation of and delivery of the Recreational Activity.

Name of Participant	Name of Participant
Signature of Participant or Parent/Guardian	Signature of Participant or Parent/Guardian
Date:	Date:

Name of Participant	Name of Participant
Signature of Participant or Parent/Guardian	Signature of Participant or Parent/Guardian
Date:	Date:

