

Hooper Lane Turbo Studio

2011 Indoor Race Series Terms and Conditions

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions, which constitute the agreement between Turbo Studio Pty Ltd and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by both parties.

1. YOUR PHYSICAL CONDITION - You promise and represent on the date of your first session, and repeat such promise and representation each time you use our facility, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. The owners and operators of Turbo Studio are not medically trained and are therefore not qualified to assess whether you are in good physical condition and/or that you can engage in active or passive exercise without detriment to your health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise.

2. RISK WARNING - It is your responsibility to ensure that you correctly use the equipment provided on our premises. Instruction will be given though if you are in any doubt as to how to correctly use the equipment you should consult a member of staff.

3. BOOKING A RACE/S - Bookings are made by single or multiple entries. You may book for the entire season indicating your preferred race time (subject to availability). One Booking Form only to be submitted per person. Details will be retained by Turbo Studio and not shared with third parties.

4. PAYMENT - Pre-registering requires accompanying payment. You may wish to register at the race and pay at the registration desk (entry on the night subject to availability). If you choose to pre-register or one or multiple races and pay by electronic transfer, you must provide Turbo Studio with evidence of payment (copy of receipt).

Payment options - Netbank transfer, Visa, Mastercard (subject to 2.54% surcharge) or cash. Cheques are not accepted.

5. CANCELLATION POLICY - If you choose to cancel we will endeavor to replace your booking in order to refund your payment in full. Should we be unable to replace your booking 100% of your booking fee will be retained.

6. IMAGES - By submitting and making payment for your booking you consent to us using your image in any promotion or other material in relation to the business. Images taken throughout the race series will be posted on the Turbo Studio website each week.

7. RACE RULES - All riders to abide by Race Rules. Race Rules will be advised prior to race.

8. REFUSAL OF ENTRY – Turbo Studio reserves the right to reasonably refuse entry to any individual:

- i. that presents in a state that may compromise the quality of the race or the safety of themselves, other riders, spectators and Turbo Studio Staff and volunteers.
- ii. Any rider demonstrating poor or abusive behaviour, attending with an inappropriate standard of equipment or attire, that are ill or injured, or presenting under the influence of drugs and/or alcohol will be refused entry.
- iii. If any rider proves to be sufficiently disruptive and/or will not comply with reasonable direction provided by Turbo Studio staff, the participants involvement in the race may be terminated immediately and no refund or credit will be forthcoming.
- iv. Turbo Studio will refuse to provide entry to riders who have not registered for the race or have not agreed to the Terms and Conditions. A sign on sheet will be maintained each week.

RELEASE AND INDEMNITY - In consideration of Turbo Studio accepting and in consideration of your use of equipment owned by Turbo Studio you agree that Turbo Studio shall not be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by you, occurring on said premises except where caused by gross negligence of Turbo Studio. Also that Turbo Studio shall not be liable for any death, personal injury or illness occurring upon the premises or as a result of the use of facilities and / or equipment provided by Turbo Studio, except to the extent that such death, personal injury or illness arises from the gross negligence of Turbo Studio.