

## **Blue Dirt Mountain Biking**

**ABN: 86106524029**

### **Terms, Conditions, Indemnity & Release - Agreement**

By agreeing to this document I understand that Blue Dirt are not responsible for any injuries or damages incurred during the provision of this mountain biking trip/service. As the individual responsible for making this booking on behalf of multiple people, I accept responsibility/have permission to accept these terms and conditions on behalf of all persons I am booking for.

- I understand that I am responsible for my own action and equipment at all times.
- I understand that I cannot hold Blue Dirt Mountain Biking liable for any injury or damage to equipment under any circumstances.
- Each rider is solely responsible for their own safety and for any injuries that may occur on the trails or when not in Blue Dirt shuttle vehicles.
- Each rider is responsible to self-assess trails to match their skill level and to wear any compulsory protective clothing/items required by the landholders or lands governing body.
- I accept that Blue Dirt is not responsible for any damages that may occur to my bike during transportation on the shuttles.
- I understand that if any specific tours have terms and condition listed on the Blue Dirt website ([www.bluedirt.com.au](http://www.bluedirt.com.au)) and I am booking for that trip; then I agree to them by approving this document.
- If there are any flights or transfers included in the travel for this tour/shuttles/trip then I understand that it is my responsibility to ensure that my luggage fits within the airlines weight and size limitations. Any additional fees for oversize will be at the passenger's expense.

### **Mystic Park, Bright Membership**

The Blue Dirt Shuttle Pass, Season Pass or any event ticket does not include the Mystic Park Membership (MPM). MPM is charged by the park's manager, Alpine Community Plantation (ACP) as a user pays contribution system for all riders riding in Mystic Park. This is in addition to the percentage fee that ACP collects from every shuttle ticket you purchase. All information and membership purchases can be made here: <https://www.mysticpark.org.au/membership> Refusal by you to purchase the membership means you are not allowed to enter Mystic Park to ride your bike. Your membership will be checked at Shuttle Check-in. Failure to purchase your membership does not entitle you to a refund on your Blue Dirt shuttle ticket, Season Pass or event ticket.

### **Cancellations by you:**

In the event that you wish to cancel your shuttle booking, tour, bike lodge accommodation or any purchase the following terms apply:

#### 7 days or more notice:

- If you wish to cancel more than 7 days out from your booked date Blue Dirt will provide a refund less a \$10.00 administration fee. This fee applies per order. If you have multiple separate orders the administration fee is applicable per order. If you have multiple bookings within the one order then only one administration fee is applicable. **7 days example:** your booking is for Saturday the 15<sup>th</sup>; advice from you is required prior to 10am on Saturday the 8<sup>th</sup>.

#### 3 to 7 days notice:

- If you wish to cancel 3 to 7 days out from your booked date Blue Dirt will provide a 50% refund of your cancelled booking. **3-7 days example:** your booking is for Saturday the 15<sup>th</sup>; advice from you is received after 10am on Saturday the 8<sup>th</sup> and before 10am on Wednesday the 12<sup>th</sup>.

Less than 3 days notice:

- If you wish to cancel less than 3 days out from your booking no refund is provided. Less than 3 days example: your booking is for Saturday the 15<sup>th</sup>; advice from you is received after 10am on Wednesday the 12<sup>th</sup>.

Transfer of your booking:

You can transfer your booking to another person prior to the day of your booking. This includes on selling of your booking. Simply advise us who the replacement person is. This term excludes Season Pass Holders and Mega Pass Holders.

Poor weather:

If we are running our service or delivering any product and you choose not to use your booking due to not liking the weather there is no refund. See below for cancellations by Blue Dirt due to weather.

Pass Holders: Season Pass; Mega Pass; 5-Day Pass

- Season passes and 'Locked for Life' season passes are none refundable under any circumstances.
- Please see additional Pass Holder conditions below in this agreement.

**Cancellations by Blue Dirt**

**Severe Weather or dangerous road conditions:**

In the event of a severe weather event, Blue Dirt has the right to cancel or call off shuttles at any stage.

Prior to 12pm on that day:

In the event of a cancellation by Blue Dirt of a full day prior to 12 midday on that day riders will receive either credits or refunds for the full amount of their booking. Blue Dirt will use best endeavours and advice from local authorities to make this decision as early as possible, preferably prior to the day itself. However all parties agree that unforeseen weather events can occur which may impact our operations.

Blue Dirt reserves the right to alter shuttle drop off locations to lower areas of the bike park in the event of severe weather conditions. If this occurs prior to 12 midday on the day you will be offered the choice of continuing with your booking or not continuing and receiving a full refund or credit.

After 12pm on that day

In the event of a cancellation after 12pm on the day of your booking there will be no refund or credit.

Blue Dirt reserves the right to alter shuttle drop off locations to lower areas of the bike park in the event of severe weather conditions. If this occurs after 12 midday on the day there is no refund or credit if you choose to cease with your booking.

**Events affecting shuttle service on the day:**

In the event that Blue Dirt's shuttle service is delayed on the day for a period of time of up to 2 hours (excluding other clauses in this agreement), and shuttles are able to safely resume then Blue Dirt will do its best to resume its services as quickly and as safely as possible and extend its service on that day by up to 2 hours to cover the disruption to our service for an equivalent time to the disruption. These events include but are not restricted to: fallen trees; other vehicles on the shuttle road; road works; unforeseen non-Blue Dirt road based events eg cycle race; car rally; etc; accidents; flat tyres; vehicle breakdown; protest; emergency vehicle access. In the event that shuttles can not reasonably resume within 2 hours Blue Dirt will provide an equivalent credit for use at any time in the next 12 months.

Where external events affect the delivery of our service via a disruption or delay to which we are pre-advised then these details will be advertised on our website as soon as they are known. If this happens and you are already holding a booking we will contact you direct, advise of the situation and if you wish to alter your booking Blue Dirt will provide a choice of full refund or credit.

**Force majeure, natural disaster, pandemic, political unrest, etc**

**Day Shuttle ticket holders; Bike Lodge Accommodation bookings; Bike Hire Bookings**

If a situation arises that affects the ability to safely deliver a trip eg.natural disaster including fire, flood; 'infectious disease', 'epidemic', 'pandemic' or similar; government action; state or national emergency; political unrest, an event outside the reasonable control of Blue Dirt or similar event that potentially affects our ability to safely deliver a trip or other unforeseeable circumstances that prevent Blue Dirt from fulfilling it's booking with you we reserve the right to cancel this booking and provide you a full credit to use on any Blue Dirt trip in the 12 months after this trips scheduled departure.

**Season Pass Holders**

If a situation arises that affects the ability to safely deliver shuttles eg.natural disaster including fire, flood; 'infectious disease', 'epidemic', 'pandemic' or similar; government action; state or national emergency; political unrest, an event outside the reasonable control of Blue Dirt or similar event that potentially affects our ability to safely deliver shuttles or other unforeseeable circumstances that prevent Blue Dirt from delivering shuttles and this event brings an abrupt halt to the season or forces the full closure of our trail network for a period of 6 weeks or more before reopening then Blue Dirt will:

- a. Provide the equivalent duration in weeks of season pass shuttle availability after the season ends and before the start of the next season ie after 30 April and before 1 December.
- b. If Blue Dirt are unable to provide these replacement weeks in shuttles prior to 1 December then a credit for the equivalent amount of weeks on a pro rata basis will be provided against your next season pass. For example if the closure amounted to 50% of the season; then the credit would equal 50% of the amount you paid for your season pass.

**Other terms & conditions:**

All riders are subject to the respective Bike Park terms and conditions. Please visit each bike parks websites for relevant information.

**Other Cancelations:**

**Hire Bikes:**

Cancellations of hire bikes made 7 days or more prior to the booking date are eligible for a transfer to another date if there is availability. Hire bike bookings within 7 days of the hire date/s are non refundable.

**Pineapple Express Event:**

Riders are issued with a timing chip. If this chip is not returned at the end of the event, the rider will be charged AUD\$100.00. By agreeing to this document and purchasing a ticket, you accept and understand this condition.

**MEGA PASS:**

- The standard terms and conditions for each product within your Mega Pass apply.
- Blue Dirt's standard ride terms and conditions apply.

- All products must be pre-booked online. Please do not “just show up” for events, accommodation, etc.
- Mega Passes are non-refundable.
- Mega Passes are not transferable.
- If a different person is found to be using your mega pass your pass is forfeited and no monies returned.
- You will receive a booking code(s) to be used to redeem for relevant products.

### **Season Pass**

- Your Season Pass Membership number will be emailed to you by Monday of every week.
- Book your ride online through the Season Pass Holder portal using your pass number in the promo code field to make your booking.
- All season pass holders must bring their photo ID to shuttle check in each day.
- 3 STRIKE RULE: If you do not show up for 3 shuttle days that you have booked in without giving us 24hr notice of your cancellation, you will incur the cost of these three shuttle days. By purchasing this season pass you accept this rule as a legal term and condition for this product.
- There are no physical membership cards. You will receive an email with your season pass code which you will need to keep and use this to make your bookings.
- Booking in advance is highly recommended to ensure you get a spot on the shuttles. We recommend booking at least 4 days in advance. Our staff, vehicles and assets are locked in days before the shuttle day itself meaning that once these are locked in, we have a limit on our capacity. We try to be as flexible as possible to get late people in however be aware that if you leave your booking late, you may miss out.
- Book via the Season Pass Holder portal on the Blue Dirt website. There will be a ‘Season pass booking’ heading in the ‘shuttles’ drop down menu on our website – this is where you must book your shuttle days. Your season pass code will not work on the general public shuttle booking page.
- When you book online simply enter your season pass number in the “Promo Code / Voucher” area of the booking portal on checkout.
- Being a season pass holder does not give you priority over any other shuttle rider on any given day. All riders wait in line and wait their turn.
- Season Passes are non-refundable.
- Season Passes are not transferable.
- If a different person is found to be using your season pass your pass is forfeited and no monies returned.
- Blue Dirt’s standard ride terms and conditions apply.

### **5-day pass**

- Pass is valid for 3-years from purchase date.
- You can only use these as full day tickets, no single uplifts.
- You can only redeem once per shuttle day ie you can not book for two or more people on any given shuttle day.
- Yes you can book in a shuttle day for another person.
- 5-day Passes are non-refundable.
- 5-day Passes are not transferable.
- Booking in advance is highly recommended to ensure you get a spot on the shuttles. We recommend booking at least 4 days in advance. Our staff, vehicles and assets are locked in days

before the shuttle day itself meaning that once these are locked in, we have a limit on our capacity. We try to be as flexible as possible to get late people in however be aware that if you leave your booking late, you may miss out.

- Book your ride under the locations booking page.
- You can cancel your booking with minimum 24 hours notice.

## **General**

If you agree to this form, you waive your rights to sue the seller for losses relating to death, personal injury or any damage caused to equipment. Agreeing to this form does not affect any rights that you may have under any Acts or laws.

You should be aware that agreeing to this form may have an effect on any insurance policy that covers you for death or personal injury. If you have any concerns about the effect of signing this form you should discuss this with your insurer or legal adviser.

Declaration and signature of person about to use these services:

- I understand that the recreational services about to be sold as set out in this form may cause my death or my personal injury.
- By agreeing to this form I understand I waive my rights to sue the seller for losses relating to my death, personal injury or any damage to equipment such as bike and helmet.
- I give approval for my email address to be added to the Blue Dirt database which will subscribe me to receive newsletters.
- I give approval for any photos taken of me to be used by Blue Dirt for media purposes.
- I understand that by agreeing to this document, I agree to all statements made within it.
- I understand that if the seller has not complied with any law about the proper completion of this form and how my approval is obtained (for example, if the seller has made a false or misleading statement in relation to the steps taken by the seller to avoid the danger of death or personal injury), or has acted recklessly, the seller cannot enforce this waiver.