

Disclaimer: Motorcycle/s testing statement of liabilities

Conditions that apply to Glen Williams (GW) test rides and the Owner/Caretaker

1) PURPOSE OF USE:

This statement covers motorcycle/s not owned by GW but are offered to be ridden and tested on a closed circuit for the purpose of chassis analysis, set up, fault finding, media reporting, race/road tests, tutoring, track day loans, or for enjoyment.

2) TESTERS LIABILITY:

The tester (GW) agrees to not hold the owner or caretaker of the motorcycle/s responsible for any injury or damage caused to himself (GW) or his personal property be it through the fault of the motorcycle/s preparation or any other cause in the event of an accident or incident or mechanical failure whilst (GW) is in charge of the motorcycle/s.

2a) GW will cover the cost his personal track hire fees required to complete the purpose of the ride unless otherwise arranged or offered/pre-paid by the owner/caretaker.

2b) Deliberate or malicious acts by the owner / caretaker will not dissolve them of responsibility

3) OWNER OR CARETAKERS LIABILITY:

Whilst GW will use his experience & take as much care as possible, - it is accepted that it is always a possibility due to the nature of motorcycle/s and the testing environment which is often at speed that incidents, accidents or mechanical problems or failure can occur.

The owner or caretaker of the motorcycle/s by allowing GW to ride the motorcycle/s then automatically accepts full responsibility with respect to any mechanical or accident damage caused by any incident or accident on any road or any race track. This includes when the motorcycle/s is being ridden by (GW) or in the presence of the tester GW.

This includes whether said damage is claimed to be the fault of the tester (GW) or any other party including the facility where the motorcycle/s is being ridden.

3a) The cost of running the machine e.g. tyres, fuel, consumables is the responsibility of the owner/caretaker

3b) Deliberate or malicious acts by the (GW) will not dissolve (GW) of responsibility

THIRD PARTIES

4) If the motorcycle/s is being tested for a third party E.G motorcycle/s journals (for which GW may or may not receive remuneration) then the same above conditions apply. Neither the third party nor GW accepts any responsibility for mechanical damage or damage caused by any incident or accident to the motorcycle/s whilst it is in (GW) care.

5) INSURANCE:

GW advises that the motorcycle/s will not be covered by any form of independent or personal insurance by himself or any other party whilst he is riding / testing it.

5a) The owner or caretaker of the motorcycle/s can supply suitable insurance cover if they wish at their own cost.

6) MEDIA COPYRIGHT:

Any wording or spoken report with regard to the motorcycle/s abilities or performance are at the sole discretion and copyright of the tester. (A proof copy will usually be supplied to the owner/caretaker prior to it being submitted for publication)

7) ACCEPTANCE:

By allowing (GW) to proceed with using the owners or caretaker's motorcycle/s they then are deemed to have accepted the above terms and conditions as presented in person or via email or post.

Version one, effective as of 1st August 2009