



Awdurdod Parc Cenedlaethol Bannau Brycheiniog/Brecon Beacons National Park Authority

Terrain Rider User Agreement

Contract Details

About you

Your details

Name	
Address	
Mobile No.	
Proof of ID (e.g., DL number)	

About the vehicle

Vehicle Make	Terrain Rider
Vehicle Colour	Green
Vehicle Registration	N/A

About the Use

Start Time	
End Time	



The Contract

This is a legally binding agreement between Brecon Beacons National Park Authority and you. You agree in consideration of use of the vehicle that you accept the terms and conditions set out in this contract.

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Standard Terms and Conditions

How to read this Contract

- Together the above documents form the whole Contract.

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the User:

**Signed for and on behalf of Brecon Beacons
National Park Authority:**

(signature)

(signature)

Name:

(Print here)

Date:

Name:

Position:

Date



Schedule 1: Terms and Conditions of Use

I ACKNOWLEDGE AND AGREE THAT

1. In consideration for being allowed to use, drive, ride in and/or utilise an off-road vehicle I acknowledge I have complete responsibility during the period of hire for the safe custody of the vehicle and for any loss, theft, or damage (howsoever caused). I agree to assume all risks, waive all claims, release all liability, and defend and hold Brecon Beacons National Park Authority ('BBNPA') their directors, officers, agents, affiliates, subsidiaries, and parent companies, harmless to the fullest extent allowed by law.
2. I will be a driver of the vehicle. I am 14 years of age or older, and I can physically and legally operate the vehicle;
3. If I will be a driver of the vehicle, I will not carry passengers. I will wear the proper safety equipment provided.
4. As a rider/driver, I can grasp the handlebars, with my feet firmly planted on the footrests and my back fully against the seat backrest.
5. I am aware of and voluntarily assume the DANGERS AND RISKS OF SERIOUS INJURY, DAMAGE, OR DEATH that exist in my use of the vehicle and equipment which could be, or may be caused by loss of vehicle control, collisions, mechanical failures, trail conditions, my own negligent acts, the negligent acts of other riders, and the potential negligence of Brecon Beacons National Park Authority, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks.
6. My Participation in such activities may result in injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND/OR DEATH.
7. I have reviewed, and am familiar with, and will comply with the SAFETY INSTRUCTIONS provided by BBNPA, ALL INSTRUCTIONS AND WARNINGS, AND THE WARNINGS ON THE VEHICLES, including the use of a helmet, goggles, and other personal protective equipment.
8. The vehicle has been checked physically by a member of BBNPA staff and myself beforehand and is in good working order.
9. I have received appropriate and thorough safety instructions and a vehicle review including its handling, safety features, risk, hazards, instructions, and warnings. I am comfortable and confident in my ability and knowledge to handle the vehicle in accordance with such safety instructions and warnings on the vehicle and in accordance with the safety training provided and if I have any questions, I will ask before riding.
10. I accept I am responsible for my own safety and the safety of others will only operate the vehicle in accordance with the safety training provided.
11. I may only operate the vehicle on BBNPA recommended routes I acknowledge if I take the vehicle on other routes this may affect my safety and I do so entirely at my own risk.
12. I shall not drive or otherwise transport the vehicle in any way to any unauthorized location. I am aware that if I am caught transporting the vehicle, I will assume full responsibility for the violation and will be subject to any and all recourse by law.
13. I will not operate the vehicle in violation of any law or ordinance, or contrary to the provisions of any applicable insurance policy.
14. I have not and will not consume drugs, alcohol or any other substance that could impair my judgment, riding, or driving ability.



15. I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND that I have or may have in the future relating to the use of the vehicle, whether directly or by subrogation or otherwise, against Brecon Beacons National Park Authority and/or any of their directors, officers, subsidiaries, affiliates, employees, agents, successors or assigns, (collectively, "Brecon Beacons National Park Authority" or "BBPNA").
16. I AGREE TO RELEASE BBNPA FROM ANY AND ALL LIABILITY for any loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in the use of the vehicle. I understand that this waiver and release does not extend to intentionally wrongful acts on the part of BBNPA.
17. I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE under law, that provides that a general release does not extend to claims which I do not know of, or suspect exist, which if known by me may have materially affected my decision to sign this agreement.
18. I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY Brecon Beacons National Park Authority from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my used of the vehicle to the full extent permitted by law.
19. I AGREE AND UNDERSTAND that, on behalf of myself, my personal representatives and my heirs, I AM RELINQUISHING ANY AND ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO SUE Brecon Beacons National Park Authority for any and all injury, damage, or death I may suffer arising from the vehicle or its equipment, including claims on BBNPA negligence.
20. I will immediately notify BBNPA staff of any incident, accident, damage or operational difficulty involving the vehicle and in the case of theft or accident to the nearest police station too.
21. I agree I will be responsible for the costs (on an indemnity basis) of any repairs required because of accident or misuse of the vehicle.
22. I agree not to leave the vehicle unattended and in any event I will not cause an obstruction for other users of the route.
23. I will return the vehicle within the agreed time and understand that failure to do will initiate emergency/recovery procedures.
24. I HEREBY GRANT to Brecon Beacons National Park Authority, and those acting with their authority, the unrestricted, perpetual, worldwide right and LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE AND BIOGRAPHICAL INFORMATION, and any photograph, video or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
25. THIS AGREEMENT SHALL BE GOVERNED BY the law of England and Wales as applied in Wales, Any dispute or claim relating to this Agreement shall be finally resolved by arbitration in accordance with the London Court of International Arbitration Mediation Rules. The Parties shall appoint a mediator by mutual agreement to assist them in such negotiations and bear the fees and expenses of the mediator in equal shares.
26. Details of our privacy policy can be found at our website [Brecon Beacons National Park Authority Privacy Notice](#)