

TERMS and CONDITIONS including ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Organiser, Mountain Bike Australia Inc ("MTBA"), its subsidiaries, its members (including, but not limited to, its affiliated State Constituent Associations as defined in the ACF constitution) and clubs affiliated with Constituent Associations, and their respective directors, officers, members, servants or agents. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against the Organiser by any person entitled to make a claim under a relevant CA insurance policy. "Cycling Activities" means performing or participating in any capacity including but not only as a Member in any authorised or recognised Organiser activities.

NOTE: Section 74 of the Trade Practices Act ("Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

1. I declare that I am medically and physically fit and able to participate in Cycling Activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
2. I acknowledge that the Organiser relies on information provided by me, and that all such information is accurate and complete.
3. I acknowledge that Cycling Activities are inherently dangerous. I recognise that there are risks specifically associated with Cycling Activities which include, but are not limited to, collisions and contact with other participants, the remoteness of the areas in which an event takes place, sudden and unexpected changes in weather, physical exertion and difficulties in evacuation if I become disabled. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged.
4. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Cycling Activity, and I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
5. I agree to follow any rules set by the Organiser in connection with any Cycling Activities. In particular, I have been advised to wear an approved helmet at all times during Cycling Activities. If I fail to comply with the ORGANISER'S rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.
6. I have voluntarily read and understood these warnings and accept and assume all risks associated with my participation in Cycling Activities, including the possibility of injury, death, loss or damage.
7. In consideration of the organiser accepting my entry I:
 - a) release and will release the Organiser from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Cycling Activities; and
 - b) indemnify and will keep indemnified the Organiser to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my membership or my participation in Cycling Activities.
8. I further agree to indemnify and keep indemnified the Organiser against all Claims made by any other person against the Organiser in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Organiser's rules and/or directions.
9. I agree and acknowledge that, to the extent permitted by law, the Organiser shall not be liable for any injury, loss or damage I suffer or by any other person arising from or in connection with my participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the Organiser or otherwise, or by the Organiser's servants or agents.
10. To the extent permitted by law, I acknowledge and agree that all warranties, covenants and stipulations implied by law are hereby excluded.
11. I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to the Organiser before I leave the relevant venue.

12. If I suffer any injury or illness, I agree that the Organiser may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment

13. Copyright and right to use image: I acknowledge and consent to photographs being taken of me by or on behalf of Organiser during my participation in the Event. I acknowledge that the photographs are owned by the Organiser and that the Organiser may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event organisers using my name, image, likeness and also my performance in the Event, at any time, to promote the Event by any form of media.

EXCLUSION FROM THE EVENT

The Organiser reserves the right to exclude any entrant or participant from Cycling Activities, for reasons including but not limited to:-

- (i) failing to comply with the Organiser's directions;
- (ii) failing to comply with MTBA Code of Conduct;
- (iii) failing to comply with MTBA Anti-Doping Policy;
- (iv) not being in the opinion of the Organiser in a fit state to participate;
- (v) being un-financial or owing monies to CA or MTBA unless an alternative arrangement has been made.
- (vi) for any reason determined by the Organiser, which determination shall be deemed reasonable.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND THAT IT HAS BEEN EXPLAINED TO ME, AS REQUIRED. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE OR OTHER ACKNOWLEDGEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRIVACY

Information collected is subject to the MTBA Privacy Policy available on our website (www.mtba.asn.au).