



## Terms and Conditions

MOUNTAIN BIKING IS A HAZARDOUS EXPERIENCE OR ACTIVITY WITH VARYING SURFACE AND ENVIRONMENTAL CONDITIONS. It is different from road bicycling in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain.

In CONSIDERATION of receiving permission to enter events locations from government authorities and/or private land holders, the undersigning/participant (hereinafter collectively "participant"), hereby releases, discharges and forever acquits MTBA, government authorities and/or landholders collectively and all respective officers, directors, servants, employees and agents of from any and all liability claims, demands, warranty, whether expressed or implied of MTBA, government authorities and/or landholders and their respective officers, directors, servants, employees and agents, while on the locations and/or participating in the aforementioned activity.

This liability release shall be binding upon the assignee, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by MTBA, government authorities and/or landholders as a complete bar and defense against the claim, demand, action by or on behalf of the undersigned.

By execution of the liability release, the member hereby acknowledges and expressly represents that:

1. The member is duly aware of the risks and hazards inherent upon entering the event location and participating in events at these locations.
2. The member elects voluntarily to enter the location and ride the mountain bike on these locations.
3. The member acknowledges that they are physically and medically fit to be involved in the activity and will notify MTBA immediately their fitness or medical condition adversely changes.
4. The member assumes the duty of knowing the present condition of the location.
5. The member recognises that the locations may become more hazardous and dangerous during the time that the undersigned is present on the location, riding his/her mountain bike on the location.
6. By virtue of the member's presence on the location, member acknowledges member's acceptance of the condition of the location and all risks attendant thereto. The member agrees to operate his/her mountain bike only on marked trails.
7. The member recognises that falls and collisions with pedestrians, other mountain bike riders and vehicles do occur and assumes all risks and responsibility for such incidents and injuries.
8. The member understands that HELMETS ARE MANDATORY and agrees to wear an approved helmet at all times.
9. The member agrees and acknowledges that he/she will abide by the MTBA code of behavior and event rules which are available on the MTBA website.
10. If the member sustains any injuries as a result of any of the aforementioned risks and hazards, he/she AGREES NOT TO SUE any of the above named parties.
11. The member is over 18 years of age and is of sound mind, or that if he/she is under 18 years of age, he/she is accompanied by a parent or guardian who is over 18 years of age and of sound mind who has read the foregoing liability release, understands it and signs it voluntarily. Furthermore, the oversigned being at least 18 years of age indemnifies the aforementioned entities against any and all claims which may result from minor's participation in the aforementioned activity.
12. In exchange for and in consideration if the above named parties making the events locations available to me, participant CONTRACTUALLY AGREES that any and ALL DISPUTES between myself and the above named parties arising from my participation in their events and INCLUDING any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the district where the alleged tort occurred.
13. This release shall be binding to the fullest extent permitted by law. In an event any section of the release is found to be unenforceable, the remaining terms shall be enforceable.
14. I consent to the provision of any necessary medical treatment and agree to pay for any such medical treatment costs including transport by ambulance.
15. Full permission is given to use any photographs or movies taken during this event or training exercise for any purpose in promoting MTB, MTBA and its events throughout Australia.
16. I acknowledge that I have limited personal accident and liability insurance the details of which can be found on the MTBA website. The member should consider their own financial circumstances and consider taking out private health insurance and/or income protection. The member is responsible for paying any excess on a claim made under the personal accident or liability insurance policies provided by MTBA.
17. I acknowledge that my personal information may be given to a relevant third party in line with MTBA's privacy policy which is available on the MTBA website.
18. I accept that all members/licence holders are bound by the Cycling Australia Anti-Doping Policy. This policy applies to:
  - a. Any person competing in any competition under the control of MTBA or CA or on any facilities of MTBA or CA
  - b. Any person who has competed in the last 12 months or who has used MTBA or CA facilities in the last 12 months.
  - c. Any person who is a member of MTBA or CA.
  - d. Any person taking part in or involved with any sporting activity conducted or authorised by MTBA or Cycling Australia.
  - e. Any person who administers, managers, coaches or assists in cycling.
19. All of the above are bound by the policy and must comply with it. Copies of the Policy are available from the office of Cycling Australia and on its website at [www.cycling.org.au](http://www.cycling.org.au) Furthermore:
  - a. The above persons are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas.
  - b. Cycling Australia and its authorised officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance, which is found.
20. Should I participate in a cycling race where a drug test is conducted under the UCI Drug Test Regulations, I agree to submit to such drug tests. I agree that the results of the analysis may be made public and communicated in detail to my club, team or trade team or to my coach or doctor. I undertake to submit any protests concerning drug abuse to the Court of Arbitration for Sport ("CAS"), whose decision I shall accept as final. I agree that all urine samples taken shall become the property of the UCI, which may have them analysed, especially for purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or trade team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.
21. I accept the conditions regarding blood tests and accept to undergo blood tests.

I have read and understand the above paragraphs and am voluntarily applying for membership of MTBA.