

## TERMS and CONDITIONS including ASSUMPTION OF RISK AND WAIVER OF LIABILITY

(please read carefully and click the agreement checkbox)

Organiser, Mountain Bike Australia Ltd ("MTBA"), its subsidiaries, its members (including, but not limited to, its affiliates as defined in the MTBA constitution) 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 MTBA insurance policy. "Off Road 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 Off Road 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 Off Road Activities are inherently dangerous. I recognise that there are risks specifically associated with Off Road 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 Off Road activities. In particular, I have been advised to wear an approved helmet at all times during Off Road 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 Off Road 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 Off Road 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 Off Road 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 Off Road 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.
14. I grant MTBA full permission to contact me in regards to membership and other MTBA related activities.
15. DRUGS IN SPORT. All members/licence holders are bound by the Mountain Bike Australia Anti-Doping Policy (or Cycling Australia Anti-Doping Policy prior to 28 Sept 2017). This policy applies to:
  - a) Any person competing in any competition under the control of MTBA or on any facilities of MTBA.
  - b) Any person who has competed in the last 12 months or who has used MTBA facilities in the last 12 months.
  - c) Any person who is a member of MTBA, or any body affiliated to Cycling Australia.
  - d) Any person taking part in or involved with any sporting activity conducted or authorised by MTBA
  - e) Any person who administers, managers, coaches or assists in cycling.

All of the above are bound by the policy and must comply with it.

Copies of the Policy are available from the office of MTBA and on its website at [www.mtba.org.au](http://www.mtba.org.au)

Furthermore:

- f) They are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas.
- g) MTBA 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.
- h) 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.
- i) I accept the conditions regarding blood tests and accept to undergo blood tests.

### REFUND POLICY

The following refund policy applies, unless strictly advised otherwise from the event organiser.

1. If you wish to withdraw from an MTBA event up to entry close date (or a minimum of 7 days prior to the event, whichever is greater) a refund or credit less a \$10 administration fee will apply.
2. If you wish to withdraw from this event within 7 days from event start date (or after the entry close date, whichever is greater) no refund will apply unless a medical certificate is provided to event organisers by email [info@mtba.org.au](mailto:info@mtba.org.au), however please note that any refund made will be less a \$10 administration fee. Riders have 14 days following the event to provide the Organiser with the medical certificate
3. The Organiser, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are or will be unsafe. If, the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of the Organiser there shall be 100% refund of any participant entry fees paid. There will be no payment for any other costs incurred by participants in connection with the event.
4. The Organiser, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are or will be unsafe following the commencement of the event. If, the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of the Organiser there may be a pro-rata refund of any participant entry fees paid in accordance to consumer laws. There will be no payment for any other costs incurred by participants in connection with the event.

### EXCLUSION FROM THE EVENT

The Organiser reserves the right to exclude any entrant or participant from Off Road 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 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

I accept the MTBA Privacy Policy available on our website ([www.mtba.org.au](http://www.mtba.org.au)).