

# Terms and Conditions of Entry

Cycle 2016 is a project of the Rotary Club of Woden Daybreak Inc.

In these Terms and Conditions of Entry:

- The **Event** is the Cycle 2016;
- The **Event Owner** is The Rotary Club of Woden Daybreak Inc; and
- You are the **Participant** or **Ride Participant**.

These Terms and Conditions are designed to enable the Event to operate smoothly, safely and effectively. **By registering to participate in the Event, you accept and agree to be bound by these Terms and Conditions of Entry in respect of yourself and any other persons, including any minors or children who you register. You further warrant that you have authority to agree to these Terms and Conditions of Entry on behalf of all such persons whose registration you arrange.**

Please take the time to review these Terms and Conditions and understand your rights and obligations.

## **Distance**

You may elect to take part in the 135km or 50km rides. The ride lengths may not be exactly these distances.

## **Safety**

You understand that cycling on the nominated roads is a potentially hazardous activity and involves the real and foreseeable risk of serious injury or death from matters including, but not limited to, accidents with other road users (whether cyclists or motorists), road and weather conditions, equipment failure and the effects of strenuous exertion and activity.

You agree to abide by the road rules of ACT, obey any directions of ACT Police, Event marshals and Event officials and ride with care and consideration of other users and Event participants on the road. You also understand that the roads are designed for the traffic of motor vehicles and you will obey the instructions of ride marshals or Event officials.

You attest that you are physically fit and that your bike is in a sound mechanical order and suitable for public road riding prior to undertaking the Event. Only two wheeled, non-motorised bicycles can be used in this Event. No child trailers or seats are permitted to be used in the Event.

During the Event you agree to wear, at all times:

1. a cycling helmet with straps fastened that complies with the relevant Australian design standard; and

## 2. The Event jersey.

You must supply these items and ensure that they are compliant with the relevant Australian design standard.

Any children or minors accompanying Event participants must also wear and have fastened a cycling helmet that complies with the relevant Australian design standard.

If you are a participant in the 135km ride which is scheduled to start at sunrise, you agree to display while riding before sunrise or in the dark all of the following:

1. a steady or flashing white light on the front of the bike that is visible for at least 200 metres;
2. a steady or flashing red light on the rear of the bike that is visible for at least 200 metres;
3. a red reflector on the rear of the bike that is visible for at least 50 metres when illuminated by a vehicle's headlight on low beam.

### **Release and Indemnity**

You release and indemnify the Event Owner and their contractors, partners, employees and agents and all volunteers acting on behalf of the Event from:

1. all claims for injury, personal or otherwise;
2. any loss or damage of whatever kind you or persons who you registered to enter the Event may suffer or cause as a result of any act(s) or omissions whether negligent or otherwise of the Event Owner, employees or agents in relation to the Event; and
3. any loss or damage that is suffered, caused or arises as a consequence of your participation in the Event or participation by persons who you registered to enter the Event.

### **Age Limitations**

The minimum age to participate is 15 years or older at the Event Date for the 135km or 50Km ride.

### **Photography of Participants, including Minors**

By agreeing to these Terms and Conditions of Entry and participating in the Event, you consent to the taking of images or video footage of you and/ or your child during or at the Event by Cycle 2016 or its authorised agents and authorise the use of such images or video footage of you and/or your child by the Event Owner, its authorised agents and its sponsors in all forms of media without any further approval or compensation.

### **Time Limitations or Event Suspension**

By participating in the Event, you acknowledge that an Event official may, at any time during the conduct of the Event, in his or her absolute discretion, direct your withdrawal from the Event. If an Event official directs your withdrawal from the Event, you undertake

to comply with this direction immediately, including by voluntarily returning to the finish area. You agree to indemnify the Event Owner against any loss or damage resulting from your failure to comply with this condition.

### **Personal Responsibility**

You are responsible for all personal property and chattels you bring onto the ride course, area and sites and understand that the Event Owner does not accept any responsibility whatsoever for any loss, damage or harm caused to your personal property and chattels whether caused by negligence or otherwise.

The Event Owner strongly recommends that you obtain personal accident insurance and bike insurance before taking part in the Event. The Event Owner also recommends that your bicycle is checked and serviced by a bicycle mechanic prior to using it in the Event.

If, during the Event, you become ill or are injured, the Event Owner will endeavour to arrange medical transport, usually in an ambulance, but will not take responsibility for such transport being available nor the care provided. Any medical transport costs must be met by you. The Event Owner recommends that you hold current ambulance service membership.

The waiver agreed to by you as a condition of entry to the Event does not cover Participants for liability to other persons for accidents or injuries caused by yourself or another rider.

You are responsible for ensuring that you have adequately and appropriately prepared both physically and mentally for the Event, and have the appropriate equipment and clothing to do so. If you have any current or past health issues or doubts prior to the Event, the Event Owner recommends that you seek appropriate medical advice before participating in the Event.

### **Cancellation & Weather**

Except as otherwise stated in these Terms and Conditions of Entry and as required by law, the Event Owner is under no obligation to refund monies or entry fees due to non use, cancellation, failure to participate or dissatisfaction by the Participant. The Event Owner may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration from participation in the Event.

The Event will be held outdoors and will proceed notwithstanding extreme weather conditions on the day of the Event, except where it is deemed necessary to cancel the Event for circumstances that may arise which are beyond the control of the Event Owner. The Event Owner is not liable to the Participant for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of extreme weather before, during or after the completion of the Event.

If the Event Owner decides to exercise its discretion and cancel the event, the Event Owner will endeavour to publish on the Event's website as soon as practicable after the Event has been cancelled.

### **No Refunds**

If the Event is cancelled for any reason, or if you withdraw from the Event for any reason after you complete your registration, you will not receive a refund of the registration fees.