



## THE RIDE OF CHAMPIONS 2017 TERMS AND CONDITIONS

The following terms and conditions apply to all participants (as a cyclist or otherwise) for the 2017 Ride of Champions (ROC/Event), and in the case of a child under the age of 18, the parent or legal guardian of the participant.

In consideration of my participation in the Event, by selecting the "I agree to the above terms and conditions" box below I warrant and represent to the Ride of Champions organizers and all event partners, that I have carefully read, understand and agree to be bound by following terms and conditions:

### Rules of Participation

The Event rules, this declaration and any other terms and conditions of entry comprise a contract between me and ROC which is necessary and reasonable for promoting and conducting the Event.

1. I acknowledge my application to enter the Event will be accepted upon notification to me by ROC and I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by ROC with respect to the conduct and management of the Event, including but not limited to competition rules and all relevant rules, regulations, policies and codes of conduct, as amended from time to time. I agree to follow any rules and/or directions set by ROC in connection with the Event and comply with all traffic and road laws and all directions issued by the Police and Event marshals. I understand that if I fail to comply with any such rules or directions I will not be permitted to participate or to continue to participate in the Event and no refund will be given.
2. I agree to abide by any decision the ROC may make in relation to my continued participation in the Event.
3. I certify that I am or shall be 18 years of age or over as on the day of the Event otherwise my parent/guardian has agreed to these Terms and Conditions. My parent/guardian agrees to release and indemnify the ROC in the same manner and to the same effect and extent as if they were the person first named on the registration form and participating in the Event.
4. If I am a cyclist participating in the Event, I understand that it is necessary for my bicycle to be in sound mechanical order and suitable for public road riding prior to commencing the Event.
5. I understand that it is compulsory for me to wear a helmet and all of the participant identification (race numbers) items provided at all times during the Event.
6. I agree that at all times during the Event that I am responsible for my equipment and personal belongings.
7. I understand that ROC may change the Event format, course or other event conditions at its discretion.
8. I agree that if the Event is altered or cancelled for reasons including storms, rain, inclement weather, winds or other Acts of God, or any other factors beyond the control of ROC, my registration is non-refundable. I understand that unless otherwise stated in these Terms and Conditions as required by law, the ROC is under no obligation to refund monies or entry fees due to cancellation for any reason, failure to participate or dissatisfaction by the participant.
9. I acknowledge that my registration is not transferable to other people under any circumstances. Any attempt to transfer my entry or allow another person to participate under my name may result in my registration being cancelled without refund.
10. I understand that no refunds will be made should I decided to cancel my entry or not show up to participate in the event.
11. I understand that I will need to print & sign the official event waiver and hand it in at event registration.
12. If I am not be able to attend event registration in person, I confirm that I will write a letter to ROC to confirm my absence with a copy of my QID or passport plus a copy of the signed event waiver.





### **Fitness to Participate and Disclosure**

1. I declare that I am medically and physically fit and able to participate in the Event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify ROC in writing of any change to my medical condition, fitness and ability to participate.
2. 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.
3. I understand and accept that ROC will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Event and that all such medical or other information is accurate and complete.
4. I agree to report any accidents, injuries, loss or damage I suffer during the Event to ROC before I leave the Event. If I suffer any injury or illness, I agree that ROC may provide any medical treatment that ROC reasonably considers necessary or desirable for me during my participation in the Event including evacuation, first aid and/or medical treatment. I also agree to reimburse ROC for any costs or expenses incurred in providing me with medical treatment.

### **Exclusion of Participant**

1. If I am a cyclist participating in the Event, I warrant that I have not at any time been excluded from cycling by a medical practitioner or any person or entity. I acknowledge and agree that ROC may demand a medical certificate or opinion as to my fitness from a qualified medical practitioner PRIOR to me undertaking the Event. Failure to provide a satisfactory medical certificate may result in a decision (prior to or during the Event) to exclude me from the Event. I agree to abide by any decision ROC may make in relation to my continued participation in the Event.
2. The ROC reserves the right to refuse a participant's registration and without giving reasons for its decision.

### **Risk Warning**

1. Participation in the Event, including undertaking cycling activities or otherwise, is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Event including but not limited to physical exertion, risk of falling, colliding with other riders or road users, encountering hidden obstacles or varying terrain, the risk of injury from any failure of the bicycle or any of its components or inclement weather conditions. I acknowledge that incidents can happen which may result in personal injury, death or property damage.
2. Prior to participating in the Event, I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.
3. By agreeing to these terms and conditions, I acknowledge, agree, and understand that participation in the recreational services provided by ROC may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

### **Use of image**

1. I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by ROC and ROC may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to ROC using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote the Event or ROC.





## Privacy

1. I acknowledge that the ROC event organisers may use and disclose my personal information for the purposes of conducting and administrating the Event, providing me with services or promotional material, complying with legal obligations. The ROC event organisers may share my information (including name, date of birth, emergency contact details and suburb of residence) with third parties such as sponsors (including for marketing and promotional purposes), event timing companies, sanctioning organisations and first aid and medical services.
2. I acknowledge that my Event entry application may be rejected if the information is not provided. If I do not wish to receive promotional material from ROC or its sponsors or other third parties I must advise ROC in writing provided or via the opt-out procedures provided in the relevant communication or event registration portal.

## Entire Agreement

1. This agreement (and the documents to which it refers, including the Event inclusions and arrangements agreed to when registering to participate in the Event) constitutes the entire agreement between the parties in respect to the Event and supersedes all other agreements, understandings and representations and negotiations with the Event.
2. If any provision of this Event entry application and declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this application and declaration or affect the validity or enforceability of it in any other jurisdiction.

## Warranty

1. I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by ROC.

I have read, understood, acknowledge and agree to the above terms and conditions including but not limited to the warning, exclusion of implied terms, release and indemnity.

