

VOGA (Villages of the Old Goldfields Association) Cycle Club Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In signing this form or by clicking a button on your computer screen indicating your acceptance of this Agreement you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident. Please read the following carefully:

- 1.** I am aware of the hazards involved and acknowledge with mountain bike riding and trail running there is always risk of injury, (including permanent injury, mental injury, paralysis and death) and damage to my property. These risks, dangers, and hazards include, but are not limited to, the following: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure in equipment; sudden changes or variations in the riding surface including rocks, gravel, cliffs, trees, roots, stumps, logs, sticks, lakes, rivers and creeks, and man-made structures such as bridges, ramps, berms and jumps; changes in weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the event sites; travel on highway and back country roads; encounters with wildlife including: kangaroos, wombats, snakes, wallabies, and echidnas, etc; collision with pedestrians, motor vehicles, and cyclists; and becoming lost or separated from the group.
- 2.** I have been advised to wear protective equipment such as the Australian Approved bicycle helmet, gloves, eyewear and appropriate clothing for unpredictable weather conditions.
- 3.** I acknowledge that I must make my own judgements on one's ability to ride or run at a level that I am capable of riding. I certify that I am physically fit and have not been advised otherwise by a qualified medical person that I cannot participate in the event, and that I have been given the opportunity by the organiser to attend a pre-ride briefing session stating level of difficulty on the scheduled ride.
- 4.** In consideration of being allowed to participate in the Event, I, (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns,) agree to the following:
 - a) WAIVE, RELEASE AND DISCHARGE** from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from the Event the following person or entities: *VOGA Cycling Club*, all State, Federal and Local Government authorities in which the Event may be staged and the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for the event; and
 - b) INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned in paragraph 4(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my support crew or any person assisting me or my team.
- 5.** I acknowledge that I am responsible for my personal possessions and equipment during the event.
- 6.** I accept the communications, search, rescue and medical aid arrangements put in place by the organisers. I understand and agree that in the first instance I am responsible for the provision of first aid to myself and those around me. As a participant, I am responsible for myself and the timely removal from the event area to a medical facility. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the occurrence of an accident, injury and/or illness as a result of my involvement in the Event.
- 7.** I certify that the medical information supplied by me on the entry form is true and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of my participation in the Event, regardless of whether the treatment is given.
- 8.** I acknowledge that the Event arranged insurance covers public liability and not myself whilst participating in this event. I am responsible for my personal accident insurance and ambulance cover.
- 9.** I acknowledge that *VOGA Cycling Club* reserve the right to alter the scheduled course if conditions warrant. I agree that *VOGA Cycling Club* reserve the right to cancel the Event due to extreme weather conditions, natural disaster, acts of God, terrorism, war or any other reason so deemed by the organisers, and that the Event will be re-scheduled and my entry fee will be non-refundable.
- 10.** I agree that my entry fee will be non-refundable if I cancel my participation in the event.
- 11.** I agree to abide by the *VOGA Cycling Club* event rules and directions of event organiser or tour guide, and I understand that my entry may be voided if through my actions or behaviour, in the opinion of *VOGA Cycling Club*, I break any of the rules or I bring the event into disrepute. I further understand that *VOGA Cycling Club* reserve the right to reject any entry without having to justify their actions.
- 12.** I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by *VOGA Cycling Club* without payment or compensation.

I have read, understand, and accept all of the 'Terms and Conditions' on this form.