

TERMS and CONDITIONS including ASSUMPTION OF RISK AND WAIVER OF LIABILITY

(Please read carefully and sign the agreement checkbox)

The "Event" means the 2016 Beyond Bank Duo Classic Pairs Mountain Bike Race and its associated rides and activities. The "Organiser" means Rebecca Henderson, Canberra Off-Road Cyclists (CORC), Mountain Bike Australia Inc. (MTBA), its subsidiaries, its members and clubs affiliated with Constituent Associations, 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.

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. MEDICAL CONDITIONS I declare that I am medically and physically fit and able to participate in the Event. 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. I acknowledge that the Organiser relies on information provided by me, and that all such information is accurate and complete. If I suffer any accident, 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.

2. RISK & ACCIDENT I acknowledge that cycling activities are inherently dangerous. I recognise that there are risks specifically associated with the Event which include, but are not limited to, collisions and contact with other participants, the remoteness of the areas in which the 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. I have voluntarily read and understood these warnings and accept and assume all risks associated with my participation in the Event,

including the possibility of injury, death, loss or damage. I agree to report any incidents or accidents, injuries, loss or damage that I, or any other person arising from or in connection with my participation, suffer during the Event to the Organiser before I leave the relevant venue.

3. ALCOHOL & SUBSTANCES I understand and acknowledge the dangers associated with the consumption of alcohol or any illegal 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 illegal substance.

4. AUSTRALIAN STANDARDS APPROVED HELMET. I agree to wear an Australian Standards approved helmet whilst riding a bike at all times during the Event.

5. RACE RULES & DIRECTIONS I agree to follow any and all rules set by the Organiser in connection with the Event. I agree to obey the race rules and the directions and decisions of all race officials and volunteers whilst I am participating in the Event, including practice laps. In the event of an appeal, I accept that the decision of the Organiser is final and that there is no appeal process available to me beyond the Organiser. 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. The Organiser reserves the right to modify the number of riders on course or alter the course to provide suitable riding conditions before or during the event.

6. ENTRY REFUSAL I understand that the Organiser reserves the sole right to refuse entry to any rider up to the time the race starts. The decision of the Organiser is non-appealable.

7. MTBA DAY LICENCE I acknowledge that the MTBA Day Licence insurance covers me for public liability and personal indemnity whilst participating in the Event between 0600 on 30 January 2016 and 1800 on 30 January 2016 and I agree that I am responsible for my personal accident insurance and ambulance cover.

8. DAY LICENCE REFUND All riders who pay a Day Licence fee in the course of on-line entry, who have since paid annual MTBA fees, will have the rider component (rider component = \$15, MTBA processing fee = \$5) of the Day

Licence fee refunded. Rider must show current MTBA Licence at registration to receive this cash refund.

9. RELEASE FROM CLAIMS 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 the Event; 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 the Event.

10. THIRD PARTY INDEMNITY 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.

11. LIABILITY & EXCLUSION 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 Event, 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. To the extent permitted by law, I acknowledge and agree that all warranties, covenants and stipulations implied by law are hereby excluded.

12. COPYRIGHT & RIGHT TO USE IMAGES: I acknowledge and consent to photographs or video being taken of me by or on behalf of the Organiser during my participation in the Event. I acknowledge that the Organiser owns the photographs 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.

13. POLICIES Information collected is subject to the MTBA Privacy Policy which

is available on the MTBA website along with the MTBA Anti-Doping Policy.
www.mtba.asn.au

DRUGS IN SPORT

14. ANTI-DOPING POLICY All members & licence holders are bound by the MTBA Anti-Doping Policy (the Policy) and must comply with it. 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.

15. DRUG TESTING All members & licence holders are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas. 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.

16. AGREEMENT & SUBMISSION 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, ASADA or MTBA, 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, ASADA or MTBA, communicate

to it a list of any medicines I took and treatment I underwent before any given competition. I accept the conditions regarding blood tests and accept to undergo blood tests.

REFUND POLICY: If the Entrant Withdraws from the Event or Entry Refused

17. WITHDRAWAL OF ENTRY Entrants may request to withdraw from the Event as individuals or to withdraw their team entry. All refund requests must be made in writing or by email to race@duoclassic.com and be received prior to the scheduled refund cut-off dates. All refunds will be by direct bank deposit within 14 days of receipt of request.

a. I agree that a maximum of 90% of my Event entry fee will be refunded if I withdraw from the Event on or before 31 October 2015.

b. I agree that a maximum of 50% of the Event entry fee will be refunded if I withdraw from the Event between 1 November 2015 and 31 December 2015

c. I agree that no entry fee will be refunded if I withdraw from the Event after 31 December 2015.

18. ENTRY REFUSED I agree that if I am refused entry to the Event after payment has been made, and before 31 December 2015, I will be refunded a one-rider proportion of the team entry fee and that this refund amount is the limit to which the Organiser is liable.

19. UNUSUAL CIRCUMSTANCES In certain unusual or compassionate circumstances, the Organiser may consider refunding an Event entry fee less a \$20 administration fee after 31 December 2015. Applications, supported by medical certificates or the like, must be emailed to the Organiser at race@duoclassic.com and received by the Organiser before 14 February 2016. The decision of the Organiser is final.

REFUND POLICY: If the Event is Delayed, Postponed, Modified or Cancelled

20. EVENT START TIME The event is deemed to have started at the advertised Event Start Time for the Race Briefing, on Saturday 30 January 2016. No refunds will be given if the event is delayed, postponed, modified or cancelled after this start time.

21. DELAYED, POSTPONED, MODIFIED, OR CANCELLED EVENT The Organiser, in its sole discretion, may delay, postpone, modify, or cancel the Event if it believes the conditions on the race day are or will be unsafe for any reason, including but not limited to acts of God or the elements (including without limitation, wind, 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, withdrawal of land access permissions, or any other cause beyond the control of the Organiser.

22. TRANSFER OR REFUND OF EVENT ENTRY FEE If the Event is delayed, postponed, modified, or cancelled prior to the Event Start the Organiser will offer entrants the choice of transfer of entry to a re-scheduled event or a 100% refund of any participant race fees. The Organiser accepts no liability for any other costs incurred by participants in connection with the event.

Insuring against these other costs is the sole decision and responsibility of the participant.

TRANSFER OF ENTRY BY PARTICIPANT

23. I agree that I may transfer my Event entry fee to another rider without penalty but there will be no refund given if transferring to a shorter distance category. If transferring to a longer distance category the extra amount of the new category fee must be paid. I agree that I will notify race organisers by email race@duoclassic.com with the details of any transfer of entry immediately they come to hand.

EXCLUSION FROM THE EVENT

24. The Organiser reserves the right to exclude any participant from the Event, for reasons including, but not limited to:

- a. Failing to comply with the Organiser's directions;
- b. Failing to comply with MTBA Code of Conduct;
- c. Failing to comply with MTBA Anti-Doping Policy;

- d. Not being, in the opinion of the Organiser, in a fit state to participate;
- e. Being un-financial or owing monies to CA or MTBA unless an alternative arrangement has been made.
- f. For any reason determined by the Organiser, which determination shall be deemed reasonable.

I ACKNOWLEDGE THAT I HAVE READ THE TERMS and CONDITIONS including ASSUMPTION OF RISK AND WAIVER OF LIABILITY 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 HAVE 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.