

# Booking Terms & Conditions

## THE BIG RIDE AUSTRALIA

### The Big Ride Booking Terms and Conditions:

The Terms and Conditions detailed below apply to all entrants participating in The Big Ride Australia ("TBR") cycle ride scheduled to take place from 4th to 6th August 2017 ("the event"). Completion of a booking form by each participant acknowledges acceptance of these Terms and Conditions by the participant. Please read these conditions carefully before signing the terms and conditions. These terms and conditions will release the event organisers from any liability, and protect the organisers against potential claims based upon negligence or other claimed misconduct. This waiver MUST be signed by all participants. A parent or guardian MUST sign for any participants who are less than 18 years old.

**WARNING - THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. BY SIGNING THIS FORM, YOU AGREE TO PARTICIPATE IN THIS EVENT ON THE FOLLOWING TERMS:**

1. The participant is fully responsible for their actions during the ride itself and events connected with the ride. TBR does not accept responsibility for the actions of the participant nor the consequences of such actions.
2. This agreement will come into force when TBR has accepted your application to take part in the event. TBR will notify you of acceptance of your booking by sending you an acknowledgement email. No contract between TBR and you will exist until TBR has issued such email acknowledgement.
3. TBR reserves the right not to accept your booking form.
4. The purpose of your participation in the event is to raise money for the APHEDA (Union Aid Abroad).
5. Each participant, upon completing an applications form, agrees that they are physically and mentally capable of riding the distance they have chosen. If, during the event, they decide to change their route and distance, then all consequences of this action are theirs.
6. To be eligible for the event you must:
  - 6.1 complete and return the application form to TBR with the relevant payment, payable to LeftPress Printing Society; and
  - 6.2 be over 18 at the date of booking. The booking form must be completed by a person aged 18 years or over. Evidence of age may be requested. Participants under the age of 18 years will be allowed to participate in the event with the consent of their parent or legal guardian who must submit the booking form on behalf of the underage rider. Submission of a proxy booking form implies responsibility for the actions and consequences of the underage rider. Under 16s need to be accompanied at all times by an adult who is responsible for them.
7. The participant confirms that the bicycle they are riding for the event and all of their equipment is of a suitable standard and state of road worthiness. TBR recommend that you have your bike serviced before the event.
8. It is recommended that all riders wear a cycle helmet which conforms to current regulations. Riders should also carry some form of identification clearly showing their name and the contact number of a relative or friend who can be contacted in the case of an emergency.
9. You will only be entitled to take part in the event if:
  - 9.1 TBR receives from you the balance of monies owing by the due date of 17th July 2017 (time being of the essence); and
  - 9.2 TBR (acting reasonably) is satisfied that your participation in the event is not likely to have a detrimental effect on the morale of the participants as a whole. TBR reserves the right to exclude you from the event at any stage if your health or behaviour warrants it.
10. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by the rider. This includes, but is not limited to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service. If the situation arises that you are not capable of making the decision to call the emergency services, the rider agrees that a member of TBR or a member of the public may call for them. In this situation, the participant still accepts the costs and consequences of such actions.
11. TBR will use all reasonable endeavours to ensure that the event takes place in accordance with the information provided on their website. However, TBR reserve the right to make alterations to the arrangements as TBR may reasonably require, including (for example) changes to the route, changes to the itinerary or changes to the proposed accommodation.
12. TBR reserves the right to cancel the event at any time before the scheduled dates. All monies would be refunded apart from \$75.00AUD paid at the time of booking to secure a place on ride, which is non-refundable under any circumstances.
13. It is the responsibility of all participants, at the time of registration, to inform TBR of any special dietary requirements (ie. vegetarian, vegan or food allergies.) TBR will use all reasonable endeavours to cater for specific dietary requirements, but this is not guaranteed and is subject to the availability of catering options at each stage of the event.

14. By participating in this event you accept these terms and conditions of entry and acknowledge that TBR has no responsibility or liability for any loss or damage to your belongings. You understand that participating in the Event carries with it certain real risks and dangers including the risk of physical injury (including the aggravation, acceleration or recurrence of an existing injury), death, damage to property, and loss of property. You also acknowledge and accept that TBR will not be liable for death or personal injury. We recommend all participants take out their own accidental death or personal injury insurance.
15. You understand that participating in the Event will involve cycling on roads, footpaths, bicycle paths, and on-road bicycle lanes. You understand that other participants will also be attending the Event, and the route will include riding in and amongst other road traffic (including other bicycles, cars, buses, and other heavy vehicles) and footpath traffic (including other bicycles and pedestrians).
16. You are aware of the hazards involved in this Event. The hazards include (but are not limited to) uneven road or pathway surfaces, motor vehicle traffic, pedestrians, other cyclists, spectators, and weather conditions.
17. You are aware of and undertake to comply with all relevant Queensland and New South Wales road rules, including (but not limited to) not carrying passengers that your bicycle is not designed to carry, riding to the left of oncoming cyclists and pedestrians on shared paths, not causing a traffic hazard by moving into the path of a driver or pedestrian, not holding on to another vehicle, not riding too close to the rear of another vehicle, wearing an approved bicycle helmet unless an exemption applies, giving way to pedestrians on shared paths and footpaths, and obeying red lights, stop signs, and give way signs.
18. You agree that you are sufficiently fit to participate in the Event, and have sufficient ability to ride a bicycle so as not to be a danger to yourself or others.
19. You confirm that a medical practitioner has not advised You against undertaking any physical activities, and Your physical condition has not been verified by any individual associated with The Big Ride, its promoters, sponsors, employees, agents, or volunteers.
20. You agree that, to the maximum extent permitted by law including section 19 of the Civil Liability Act 2003 (Qld.) which removes liability for personal injury suffered from obvious risks of dangerous recreational activities, The Big Ride and it's sponsors, and volunteers involved directly or indirectly with the Event in any manner whatsoever are excluded from and indemnified by you against all liability in respect of any injury, death, or loss (personal and economic) arising from your participation in the Event. You further indemnify The Big Ride and their sponsors, and volunteers on behalf of your trustees, executors, administrators, heirs, next of kin, successors and assigns.
21. You agree to abide by all reasonable directions given by the Event organisers.
22. By taking part in the event, all participants confirm that they are happy to be in any photos or video footage that may be used to publicise the event in marketing materials that will be available to the general public. The participant specifically waives any right to any compensation they consider they may have for appearing in any of the photographs/film/video/electronic representations and/or sound recordings of the participant at the event.
23. These terms and conditions constitute the entire agreement and understanding between TBR and the participant relating to the event and supersedes all other prior representations, agreements, or arrangements whether written or oral, express or implied relating to the event.
24. By completing and signing the application form to take part in the event, you agree to be bound by these terms and conditions.