

Terms and Conditions of Entry to the Dwellingup 100

This is a legal document that affects your rights.

- 1) I acknowledge that this event involves the real risk of serious injury or even death from various causes including over exertion, drowning, dehydration, accidents with other competitors, marine life or other water users, vehicles or other road users, general public, course or weather conditions and other causes.
- 2) I understand that I should not compete in this event unless I have trained appropriately and my physical condition has been verified by a medical practitioner.
- 3) By competing, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims, demands and proceedings arising out of my participation and I hereby Indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to and include TriEvents WA, Perth Mountain Bike Club, Mountain Bike Australia Inc and/or any other sponsors and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any matter whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representative and assigns.
- 4) I consent to receiving any medical treatment, including ambulance transportation, which the event organisers think desirable during or after the event.
- 5) I consent to event organisers using my name, image and likeness before, during and after the event for event promotional broadcasting or reporting purposes in the media.
- 6) I understand that compulsory insurance cover effected for participants in this event may not cover me for all injury, loss or damage sustained by me.
- 7) Safety precautions undertaken by organisers (such as course supervision, race safety briefings, encouragement to wear personal distress units) are a service to me and other competitors but are not guarantee of safety.
- 8) I am fully responsible for the security of my personal possessions at the event.
- 9) My registration is not transferable to other people. If I am unable to compete, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is non-refundable.
- 10) I have listed below my medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed.
- 11) I agree to abide by all race rules and directions issued by TriEvents WA and any other event organisers.
- 12) Event organisers may change the event format, course or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.
- 13) If the event is cancelled due to flood, cyclone, torrential rains or other acts of God conditions, I understand that entry fee will not be refunded.
- 14) I understand that TriEvents may retain my personal details for marketing purposes and may provide this information to sponsors of this event.

I certify that I am 18 years of age or older and have read this document and fully understand it. In the event that I am under 18 years of age, my parent/guardian has read this document and fully understands it.

Medical Conditions must be mentioned above under Medical Details.

If you are participating in the Training Package please note the below waiver also applies:

Warning:

The activities of mountain biking have some elements of danger. Injury is possible. Please use the equipment with care and responsibility. Wearing a correctly fitted bicycle helmet is compulsory under Western Australian laws. Mountain biking is a hazardous experience or activity with varying surface and environmental conditions. Mountain bike riding is different from road riding. While riding on or off roads or trails, you may experience other bikes and vehicles, loose gravel and dirt, wet surfaces, holes, downed timber and other obstacles. You must regulate your speed in order to avoid or negotiate such obstacles. I/we realise that injuries are a common and ordinary occurrence of this sport.

Please read carefully before signing:

The participant hereby releases, discharges and forever acquits Rock and Roll Mountain Biking, government authorities and/or landholders collectively and all respective officers, directors, servants, employees and agents of from any and all liability claims, demands, warranty, whether expressed or implied of Rock and Roll Mountain Biking, government authorities and/or landholders and their respective officers, directors, servants, employees and agents, while on the locations and/or participating in the aforementioned activity. This liability release shall be binding upon the assignee, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by Rock and Roll Mountain Biking, government authorities and/or landholders as a complete bar and defence against the claim, demand, action by or on behalf of the undersigned.

By execution of the liability release, the participant hereby acknowledges and expressly represents that:

1. The participant is duly aware of the risks and hazards inherent upon undertaking mountain biking activities.
2. The participant elects voluntarily to enter the location and ride the mountain bike on these locations.
3. The member assumes the duty of knowing the present condition of the location.
4. The member recognises that the locations may become more hazardous and dangerous during the time that the undersigned is present on the location, riding his/her mountain bike on the location.
5. By virtue of the member's presence on the location, member acknowledges member's acceptance of the condition of the location and all risks attendant thereto. The member agrees to operate his/her mountain bike only on marked trails.
6. The member recognises that falls and collisions with pedestrians, other mountain bike riders and vehicles do occur and assumes all risks and responsibility for such incidents and injuries.
7. The member understands that HELMETS ARE MANDATORY and agrees to wear an approved helmet at all times.
8. If the member sustains any injuries as a result of any of the aforementioned risks and hazards, he/she AGREES NOT TO SUE any of the above named parties.
9. The member is over 18 years of age and is of sound mind, or that if he/she is under 18 years of age, he/she is accompanied by a parent or guardian who is over 18 years of age and of sound mind who has read the foregoing liability release, understands it and signs it voluntarily. Furthermore, the undersigned being at least 18 years of age indemnifies the aforementioned entities against any and all claims which may result from minor's participation in the aforementioned activity.
10. In exchange for and in consideration if the above named parties making the events locations available to me, participant CONTRACTUALLY AGREES that any and ALL DISPUTES between myself and the above named parties arising from my participation in their events and INCLUDING any claims for personal injury and/or death, will be

GOVERNED BY THE LAWS OF THE STATE and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the district where the alleged tort occurred.

11. This release shall be binding to the fullest extent permitted by law. In an event any section of the release is found to be unenforceable, the remaining terms shall be enforceable.

I understand that bicycling is a hazardous activity. I understand that the sport of bicycling and the use of its equipment involve a risk of injury to any and all parts of the user's body. I hereby agree to freely and expressly assume and accept any risks and all injury to the user of this equipment while bicycling. I understand that bicycle protective gear such as helmets and gloves are essential but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

I agree that I will release Rock and Roll Mountain Biking from any and all responsibility of liability for injuries or damages to the user of the equipment listed on this form or to any other person. I agree not to make a claim against or sue Rock and Roll Mountain Bike for injuries or damages relating to bicycling or the use of this equipment.

The equipment, at all times, remains the exclusive property of Rock and Roll Mountain Biking. The renter is responsible for damage to or loss of the equipment. If the equipment is lost, destroyed or damaged beyond repair in the judgment of Rock and Roll Mountain Biking, the renter agrees to pay Rock and Roll Mountain Biking the value of the bicycle. All repairs needed as a result of the use of the equipment will be performed at the normal labour rates and the cost of such repairs, including all parts, shall be paid by the renter.

I hereby accept the terms of this contract. This document constitutes the final and entire agreement between Rock and Roll Mountain Biking and the undersigned. Rock and Roll Mountain Biking itself provides no warranties, express or implied, and this equipment is accepted "as is."

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Rock and Roll Mountain Biking and I sign it of my own free will.