

# Terms and Conditions of Ride Entry

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By registering for the Ride, Participants accept and agree to be bound by these Terms and Conditions (**Entry Terms**).

## Registration and Entry Requirements

1. The Participant must register to enter the Ride using the approved process and pay the **Ride Entry Fee** comprising Ride Fee and, as applicable, Temporary Membership Fee, medallion fee and support fee.
2. Audax Australia may require that Participants complete a Qualifying Ride.
3. Participants may cancel their registration by contacting the Ride Organiser.
4. Refunds will be provided as follows:
  - (a) full refund for cancellations received before the Registration Close Date and time,
  - (b) refund of Temporary Membership Fee and medallion fee for cancellations received before the Ride start time, and
  - (c) refund of medallion fee only if Participant does not start or fails to finish the Ride within the time limit.
5. Each person on a multi-person cycle must separately register as a Participant and pay the Ride Entry Fee.
6. Permanents may be entered only by Members of Audax Australia and visitors from overseas who are members of Audax Club Parisien affiliated long-distance cycling clubs. Such visitors must take out Temporary Membership.

## Compliance with Audax Australia Ride Rules and Traffic Laws

7. The Participant must comply with the Audax Australia [Ride Rules](#), including but not limited to the requirements to:
  - (a) comply with all relevant road rules including those that require riders to display clearly visible front and rear lights and reflectors at night and in conditions of reduced visibility,
  - (b) follow the Ride route provided by the Ride Organiser, and
  - (c) carry a Ride brevet card at all times.
8. The Participant must review [Audax Australia Safety Recommendations](#) and is strongly urged to meet the recommended standards for lighting and visibility, including carrying additional front and rear lights and wearing extensive reflective material at night.
9. The Participant further acknowledges and accepts that Audax Australia [Ride Rules](#):
  - (a) only permit cycles propelled solely by human effort,
  - (b) prohibit personal support, including follow vehicles on the course, and only permit personal support at controls,
  - (c) prohibit drafting behind riders not taking part in the Ride, and
  - (d) do not allow a Participant to choose a different distance after the start of a ride when two or more rides of different distances are run together.
10. Audax Australia may, without notice:
  - (a) change, shorten, lengthen or otherwise vary the Ride route, or
  - (b) cancel, postpone, reschedule or change the time or place of the Ride.

Audax Australia will not be responsible or liable to the Participant for any loss, damage or expense of any kind experienced by the Participant as a result of or in connection with any such action.

11. The Participant must comply with the rules and directions of the Ride Organiser and any support persons or officers of Audax Australia, including carrying any specified clothing or equipment.
12. The Participant:
  - (a) must observe all traffic and road rules and signage and obey all directions and instructions given by Police and emergency workers, and
  - (b) is responsible for ensuring that their cycle is serviced, safe and meets the legal requirements to be ridden on public roads.
13. Audax Australia may, in its absolute discretion, disqualify a Participant if they breach these Entry Terms or Audax Australia Ride Rules.

### **Preparation and Well-being**

14. The Participant acknowledges that they are responsible for:
  - (a) ensuring that they are prepared for the Ride both physically and mentally,
  - (b) managing their health, well-being and riding fitness throughout the Ride, including ensuring adequate food intake, hydration and rest, and
  - (c) preparing appropriately for adverse weather conditions including having appropriate clothing and equipment for all weather.
15. Audax Australia may, in its absolute discretion, disqualify a Participant if it believes that the Participant is too ill, injured or is otherwise unfit or unable to complete the Ride, or presents a risk to the safety of themselves or others.
16. The Participant consents to receiving any emergency medical treatment that Audax Australia or emergency services consider reasonably necessary or desirable.

### **Insurance**

17. Audax Australia's insurance [Policy](#) provides limited coverage to Participants while on the Ride. Audax Australia recommends Participants ensure adequate personal insurance that meets their needs.

### **Privacy and Photography**

18. The Participant acknowledges and consents to the collection and use of their personal information by Audax Australia for purposes associated with the Ride, its administration and related Audax Australia activities including marketing.
19. The Participant consents to their personal information being disclosed for these purposes, including in Audax Australia publications, to Audax Club Parisien and related organisations, emergency services, Cycling Australia and Audax Australia's insurer.
20. The Participant acknowledges that they may be photographed or filmed during the Ride and consents to Audax Australia using the Participant's image in promotional materials for Audax Australia.

### **Acknowledgement**

21. The Participant acknowledges that the Ride is conducted on public roads that are not closed to general traffic and that cycling may involve a real risk of serious injury or even death from various causes, including accidents with other Participants, spectators, wildlife or other road users. The Participant agrees that they voluntarily assume all risks and participate in the Ride at their own risk.

### **Waiver, Release and Indemnity**

22. In consideration of Audax Australia permitting the Participant to enter and participate in the Ride, the Participant releases and indemnifies Audax Australia from and against all and any liability or claims for

loss or damage of any kind, whether under common law or statute, that the Participant may suffer or incur arising from or connected with the Participant's participation in the Ride including as a result of the negligence, breach of duty of care or other fault or responsibility of Audax Australia and any of their representatives.

23. The Participant acknowledges they are bound by [Cycling Australia's Terms and Conditions of Membership](#), including provisions relating to waiver of liability.
24. The Participant acknowledges that where he or she is a consumer of recreational services or recreational activities, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded, restricted or modified. By accepting these Entry Terms, the Participant acknowledges that these implied terms and rights and any liability of Audax Australia flowing from them, are expressly excluded, restricted or modified to the maximum extent possible by law as set out in Schedule 1 to these Entry Terms.

### **Underage Participants**

25. If the Participant is under 18, the parent/guardian of the Participant:
  - (a) consents to the Participant participating in the Ride on these Entry Terms,
  - (b) agrees that the privacy release, acknowledgement and waiver provisions above apply with full force and effect, and
  - (c) agrees to be fully and solely responsible for the Participant during his or her participation in the Ride.
26. A Participant under 16 must be physically accompanied by a parent or other responsible adult throughout the Ride.

### **Bar to Proceedings**

27. The Participant acknowledges that Audax Australia may plead this contract as a bar to proceedings now or in the future commenced by or on the Participant's behalf or by any person claiming through the Participant and in doing so, consents to proceedings being brought in the courts of the jurisdiction determined by Audax Australia (including to pay the costs of any application made by Audax Australia to move the jurisdiction of proceedings) and paying Audax Australia's legal defence costs of the proceedings (on a solicitor client basis) where Audax Australia successfully defend the proceeding.

### **Other**

28. These Entry Terms shall be construed according to the laws of the State of Victoria, Australia.
29. I confirm that I have reviewed [Audax Australia Safety Recommendations](#) and acknowledge that Audax Australia strongly urges Participants to meet the recommended standards for lighting and visibility, including carrying additional front and rear lights and wearing extensive reflective material at night.
30. (For Audax Australia or Cycling Australia members) I confirm that my membership is current and financially up-to-date.
31. (For riders who are not members of Audax Australia or [Cycling Australia](#)) I apply for temporary membership of Audax Australia and I understand that this membership applies for the duration of this ride only.

*Audax Australia means Audax Australia Cycling Club Incorporated, an incorporated association registered in Victoria, Registration number A0014462N, ABN 125 562 307 and includes where appropriate Audax Australia Cycling Club Incorporated employees, agents, contractors, officials and volunteers.*

## Schedule 1

### **For recreational services or activities provided throughout Australia:**

#### **For recreational services to which the Australian Consumer Law (Commonwealth) applies:**

By agreeing with these Entry Terms, you agree that the liability of Audax Australia in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

### **For recreational services or activities provided in NSW or WA:**

#### **For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:**

By agreeing with these Entry Terms, you agree that the liability of Audax Australia in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*) or *Civil Liability Act 2002 (WA)*, as applicable) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - iii. that is or may be harmful or disadvantageous to you or the community;
  - iv. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

### **For recreational services or activities provided in Victoria:**

#### **For recreational services to which the Australian Consumer Law (Victoria) applies:**

**Warning under the Australian Consumer Law and Fair Trading Act 2012:** Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, Audax Australia are required to ensure that the recreational services supplied to you:

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your

rights to sue the supplier under the Australian Consumer Law and *Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**Note:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

**Exclusion of rights under the Australian Consumer Law (Victoria):** By agreeing with these Entry Terms, you agree that the liability of Audax Australia for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

**For recreational services or activities provided in ACT, Queensland or Tasmania:**

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By agreeing with these Entry Terms, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of Audax Australia flowing from them, are expressly excluded to the extent possible by law, by this Entry Terms form and declaration. To the extent of any liability arising, the liability of Audax Australia will, at the discretion of Audax Australia, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

**For recreational services or activities provided in South Australia:**

For recreational services to which the Australian Consumer Law (South Australia) applies:

**Your rights:** Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:

- a. statutory guarantee that those services will be rendered with due care and skill; and
- b. statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

**Excluding, restricting or modifying your rights:** Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). By agreeing with these Entry Terms, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

**Important:** You do not have to agree to exclude, restrict or modify your rights by agreeing with these Entry Terms. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by agreeing with these Entry Terms. Even if you agree to these Entry Terms, you may still

have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: You agree that the liability of Audax Australia for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf I am acquiring the services) is excluded.

**Definitions:**

- a. Recreational services are services that consist of participation in sporting activity or similar leisure-time pursuit; or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- b. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

***For recreational services or activities provided in Northern Territory:***

***For recreational services to which the Australian Consumer Law (Northern Territory) applies:***

By agreeing with these Entry Terms, you agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to you, and Audax Australia incur no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.