



TERMS AND CONDITIONS – NON-MEMBER

Name:

Address:

Date of Birth:

In consideration of being able to participate in any cycling event that is promoted, organised or conducted by Sydney Cycling Club Inc. (ABN 24 691 998 474) (the *Club*) (a *Cycling Event*), I agree to be bound by these Terms and Conditions.

1. Preliminary

- 1.1 I will ride in a safe and responsible manner at all times.
- 1.2 I will wear a cycling helmet that meets Australian standards at all times.
- 1.3 I will comply with all reasonable directions given to me by a representative of the Club.
- 1.4 I acknowledge that I am responsible for taking out cover in the form of personal accident and public liability insurance.

2. Assumption of Risk (Risk Warning)

- 2.1 I acknowledge that cycling (either on roads or mountain bike tracks) can be a dangerous recreational activity and involves obvious and inherent risk. The risks associated with participating in a Cycling Event include but are not limited to the following
 - cycling in remote areas; the physical exertion for which I may not be prepared;
 - riding in poor weather conditions;
 - riding in a bunch with persons of varying degrees of skill; riding on poor quality road or track surfaces;
 - riding on congested public roads; falling off the bike;
 - colliding with another cyclist; or colliding with another user of the road or track.
- 2.2 I am aware of the risks referred to in clause 2.1 and I also acknowledge that cycling accidents causing death, bodily injury, disability, property damage and economic loss can and do happen.
- 2.3 I acknowledge that my participation in a Cycling Event is at my own risk.
- 2.3 I am responsible for ensuring that: I have adequately and appropriately prepared both physically and mentally; and my bike is in sound mechanical order before participating in a Cycling Event.

3. Exclusion of Liability

To the maximum extent permitted by law, under no circumstances will the Club, its officials, servants, representatives, agents and sponsors (or any of their respective representatives), be liable for my death, personal injury, loss or damage (including loss or damage to property) in any way caused, which may be sustained or incurred by me as a result of participating in a Cycling Event.



SYDNEY CYCLING CLUB

ABN 24 891 998 474

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4. Release

With effect on and from the date of these Terms and Conditions, I release and discharge the Club, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), from all claims and liabilities of any nature that I may suffer or incur arising from or in connection with or incidental to my participation in a Cycling Event.

5. Indemnity

I indemnify the Club, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Club, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), caused by or arising out of any act, matter or thing done, permitted or omitted to be done by me in a Cycling Event.

6. Other

- 6.1 The Club reserves the right, in its absolute discretion, to refuse an application for membership, or a renewal of membership.
- 6.2 These Terms and Conditions contain the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.
- 6.3 These Terms and Conditions are governed by the laws of New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

Signed: _____

Print name

Dated: _____