

# Terms and Conditions

In consideration of my participation (as a cyclist or otherwise) in The Amy Gillett Foundation (**AGF**) Share the Road Tour 2014 (**Event**), upon accepting this participation declaration form (**Declaration**), I acknowledge that I have read, understand and agree to be bound by following terms and conditions:

## Rules of Participation

1. I agree to follow any rules and/or directions set by the AGF in connection with the Event and comply with all traffic and road laws and all directions issued by the Police. If I fail to comply with AGF's rules and/or directions, I will not be permitted to participate or to continue to participate in the Event and no refund will be given. I agree to abide by any decision the AGF may make in relation to my continued participation in the Event.

## Entry

2.
  - a. Amy's Share the Road Tour 2013 is limited to 40 fundraising riders.
  - b. I am 18 years and over.
  - c. I commit to a minimum \$7500 fundraising and/or donation due and payable 7 days prior to the Tour commencement date. If the minimum donation is not reached, the individual rider will be required to donate the shortfall prior 29 November
  - d. The Amy Gillett Foundation (AGF) may, in its absolute discretion and without giving reasons for its decision, accept, waitlist or refuse an application for registration.
  - e. At time of registration I agree to make a deposit (in the form of a tax deductible donation) of \$1,000.
  - f. I am committing to the fundraise the minimum amount of \$7,500 including my \$1000 deposit by November 7th, 2014.
  - g. I am responsible for arrangements and the cost of my travel to arrive at the Tour Hotel and for travel costs after the conclusion of the Tour. All travel logistics and costs from day to day will be covered by the AGF.
  - h. I acknowledge that in the event of my withdrawal from Amy's Share the Road Tour, all donations made to my fundraising page are non-refundable. If I withdraw within 2 months of the start, I agree to raise/donate a minimum of \$3,750.

## Fitness to Participate and Disclosure

3. I warrant that I: (a) am and must continue to be medically and physically fit and able to undertake and participate in the Event, (b) am not a danger to myself or to the health and safety of others, (c) am not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for me to take part in the Event.
4. 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.
5. I acknowledge that AGF rely on information provided by me and that all such information is accurate and complete.
6. I agree to report any incidents or collisions, injuries, loss or damage I suffer during the Event to AGF before I leave the Event. If I suffer any injury or illness, I agree that AGF 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.

### **Exclusion of Participant**

7. If I am a cyclist participating in the Event, I warrant that I have not at any time been excluded from cycling by a medical practitioner or any person or entity. I acknowledge and agree that AGF may demand a medical certificate or opinion as to my fitness from a qualified medical practitioner PRIOR to me undertaking the Event. Failure to provide a satisfactory medical certificate may result in a decision (prior to or during the Event) to exclude me from the Event. I agree to abide by any decision AGF may make in relation to my continued participation in the Event.

### **Warning**

8. Participation in the Event, including undertaking cycling activities or otherwise, can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Event including but not limited to physical exertion, risk of falling, colliding with other riders or road users, encountering hidden obstacles or varying terrain, the risk of injury from any failure of the bicycle or any of its components or inclement weather conditions. I acknowledge that incidents can happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### **Exclusion of implied terms**

9. I acknowledge that where I am 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 and services may be excluded. I

acknowledge that these implied terms and rights and any liability of AGF flowing from them, are expressly excluded to the extent possible by law, by this Declaration. To the extent of any liability arising, the liability of the AGF will, at the discretion of the AGF, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

### **Release and indemnity**

10. In consideration of AGF accepting my participation in the Event I, to the extent permitted by law:
  - a. release and will release AGF 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. release and indemnify AGF against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by negligence or breach of contract by AGF or in any other manner whatsoever; and
  - c. indemnify and will keep indemnified AGF to the extent permitted by law in respect of any Claim by any person:
    - A. arising as a result of or in connection with my participation in the Event; and
    - B. against AGF in respect of any injury, loss or damage arising out of or in connection with my failure to comply with AGF's rules and/or directions,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of AGF.

### **Insurance**

11. I understand that AGF has arranged limited insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Event. However, I acknowledge and accept that insurance taken out by AGF may not provide full indemnity for loss, damage or injury that I may suffer during my participation in the Event, and that I may have to pay the excess if a claim is made on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account AGF's insurance arrangements and my own circumstances.

### **Use of image.**

12. I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by AGF and AGF may use the photographs for promotional or other purposes without my further consent being necessary.

### **Privacy**

13. I understand that the personal information I have provided in my application for the Event is necessary for the conduct of the Event. I acknowledge that AGF may use my personal information for the purposes of providing me with Event services or promotional material or otherwise in accordance the AGF Privacy Policy available at <http://www.amygillett.org.au/privacy-policy>.

### **Governing Law**

14. I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

### **Entire Agreement**

15. This agreement (and the documents to which it refers, including the Terms and Conditions agreed to when applying to participate in the Event) constitutes the entire agreement between the parties in respect to the Event and supersedes all other agreements, understandings and representations and negotiations with the Event. To the extent that any clause of this Declaration is void or unenforceable it is severable and does not affect the remaining provisions of the Declaration.

### **Definitions**

16. In these terms and conditions:
- a. AGF means and includes the Amy Gillett Foundation Pty Ltd, its subsidiaries, related bodies corporate and their respective directors, officers, members, servants or agents.
  - b. Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Event, but does not include a claim against AGF by any person expressly entitled to make a claim under an AGF insurance policy.

Execution: I ACKNOWLEDGE that my participation in the Event is of my own free will and that I have read, fully understand and agree with the contents of

this Declaration (including but not limited to the warning, exclusion of liability and indemnity).