

Rotary Club of Rutherglen Incorporated (A0027128G)
Vintage Bike Ride
Terms and Conditions of Participation
Entries to be submitted via Ticketebo

To the Rotary Club of Rutherglen Incorporated
P.O. Box 9 Rutherglen Vic 3685 Australia
Email: RCoRVBR@gmail.com

I apply to register myself and any others listed below (for whom I warrant that I have authority to so do) for the Vintage Bike Ride.

I and any other Participant registered by me agree that the following terms and conditions are accepted by me / us as part of my / our application.

I / we acknowledge that

- The Event is the Vintage Bike Ride which is community work as defined by Section 37 of the Wrongs Act, 1958. The Event involves an obvious risk of harm as defined by Section 53 of the Wrongs Act, 1958;
- The **Event Owner** is The Rotary Club of Rutherglen Incorporated, which is a community organisation as defined by Section 34 of the Wrongs Act, 1958;
- I am, and any other person registered by me is, a **Participant** in the Event;
- These Terms and Conditions are designed to enable the Event to operate smoothly, safely and effectively;
- **By registering to participate in the Event I accept and agree to be bound by these Terms and Conditions of Entry in respect of myself and any other persons, including any children, whom I register.**

Safety - Participants acknowledge

- that cycling on roads or other areas is a potentially hazardous activity and involves the obvious, real and foreseeable risk of injury (whether minor or serious) or death from matters including, but not limited to, collisions with other road users (whether cyclists or motorists), road and weather conditions, equipment failure and the effects of strenuous exertion and activity;
- that the Event involves inherent risks, including the risk of injury to life or death and damage to property, that participation is at own risk, and to accept responsibility for any loss or damage which may be caused by the Participant;

- they must abide by the road rules of Victoria, obey any directions of Police, and / or the Event Owner and ride with care and consideration of other road users and Event Participants, that many of the roads, albeit some are unsealed, are designed for the traffic of motor vehicles, and may not have any designated bike lane;
- that during the Event, at all times whilst riding, they must
 - a) wear a cycling helmet with straps fastened that complies with the relevant Australian design standard; and
 - b) wear a highly visible jersey or sash (preferably yellow); and
 - c) display a red flashing light at the back of the bicycle;
- that any Participant under 18 years of age shall be accompanied by an adult Ride Participant who will be responsible for their welfare;
- that the Event Owner recommends that at all times Participants have access to a mobile phone.

Personal Responsibility - Participants acknowledge

- Responsibility for all personal property, including bicycles, brought to the Event, and that the Event Owner does not accept any responsibility whatsoever for any loss, damage or harm caused to Participants personal property;
- the Event Owner strongly recommends that personal accident insurance be obtained before taking part in the Event and that a participant's bicycle be checked and serviced by a bicycle mechanic prior to using it in the Event;
- that the Event Owner requires that participation in the Event must not occur by any Participant who is aware he or she has contracted Covid 19 or any other transmittable disease;
- that in the event the Event Owner in its absolute discretion deems it appropriate for safety reasons that a Participant be directed to withdraw from the Event the Participant shall withdraw.

Cancellation or Withdrawal - Participants acknowledge

- that the Event Owner reserves the right to cancel the Event at any time. The Event Owner is not liable to any Participant for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, or any other expenses incurred by the Participant;
- that the Event Owner is under no obligation to refund monies or entry fees due to a Participant's non-use, cancellation, failure to participate or directed withdrawal;

- that if the Event Owner decides to exercise its discretion and cancel the event, the Event Owner will endeavour to publish the decision on the Event's website www.rutherglenrotary.org as soon as practicable after the Event has been cancelled.

**Privacy and Photography of Participants, including Minors -
Participants acknowledge and consent to**

- the Event Owner collecting personal information of the Participants;
- the Event Owner using such personal information for purposes relating to the Event;
- the taking of images or video footage of the Participants during the Event by the Event Owner or its authorised agents and using any such images or video footage in all forms of media.

Indemnity and Release

**In consideration of the Event Owner accepting my/our application/s to
participate in the Event I/we (the Participants named below) do hereby**

- indemnify the Event Owner, its officers and members, agents and volunteers against all loss, damage and expenses arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of participation by me or any other person registered by me as a Participant in the Event; and
- release the Event Owner, its officers and employees, agents and volunteers from all liability, howsoever arising, from injury or damage to both property and person howsoever caused arising out of my / our participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and / or omission on the part of the Event Owner, its officers and employees, agents and volunteers, or by any other Participant;
- Acknowledge I am / we are responsible for liability to other persons for accidents or injuries caused by me / us.