

# BIKE and FITNESS

## Waiver and Release of Liability, Assumption of Risk and Indemnity

- 1.1. In consideration of Bike and Fitness accepting my participation in any training/coaching session, packages, event conducted by Bike and Fitness which may involve a significant risk of physical harm, I agree to this release of claims, waiver of liability and assumption of risk. I am aware that mountain biking and cycling in general is a recreational activity which may involve, in addition to usual, obvious and inherent risks, personal injury and the possibility of injury and harm and physical exertion for which I may not be prepared. Furthermore, I am aware that this activity could involve remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.
- 1.2. I accept all of the inherent and obvious risks and that mountain biking and cycling in general is a dangerous recreational activity and the possibility (however remote that may be) of personal injury, death, property damage or other loss resulting there from. I acknowledge that I freely accept the usual, obvious and inherent risks incurred by the activity of mountain biking and cycling in general beyond the accepted safety of life at home or work and that these inherent risks contribute to my enjoyment and excitement and are therefore reasons for my participation.
- 1.3. I hereby release and forever discharge from all liability and agree not to sue Bike and Fitness and its officers, employees, volunteers, agents, contractors, sub-contractors, public bodies, land holders and sponsors from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in a training program, session or event.
- 1.4. I hereby indemnify and hold harmless Bike and Fitness, its officers, agents, contractors, sub-contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury (inclusive of Ambulance fees), loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in a training program, session or event.

For insurance for yourself please see the membership products from AusCycling <https://www.auscycling.org.au/membership>. You are not otherwise insured by us and you have signed a waiver disclaiming any liability against us".

Participant I confirm that I am an age of legal consent (that is 18 years or older in Australia) and that I have read, understood and been given every opportunity to discuss this Assumption of Risk and Waiver of Liability Agreement, plus the Terms and Conditions prior to signing it, and agree that this agreement will be binding upon me, my heirs, next of kin, executors, administrators and successors.

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Signature of Participant

Print Name of Participant

Date

Under 18 I, parent/guardian of the below participant consent to my son/daughter participating in the event organized by JOYRIDE and confirm that I have read, understood and been given every opportunity to discuss this Assumption of Risk and Waiver of Liability Agreement, plus the Terms and Conditions prior to signing it, and agree that this agreement will be binding upon me, my heirs, next of kin, executors, administrators and successors.

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Signature of Participant

Print Name of Participant

Date

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Signature of parent/guardian

Print Name of parent/guardian

Date