

# EVENT TERMS AND CONDITIONS OF ENTRY RIDE2WORK DAY BREAKFAST

These Event Terms and Conditions of Entry ("Entry Terms") are designed to enable Bicycling Western Australia Inc ABN 88 590 619 318 ("BWA") to manage and run the Ride2Work Day Breakfast (the "Event") smoothly and safely. By registering to participate in the Event, you (the "Rider") accept and agree to be bound by these Entry Terms.

## **Entry requirements**

- 1. Registration for the Event can be affected only online.
- 2. A Rider under 18 years of age must be accompanied by a parent or legal guardian.
- 3. BWA may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration to the Event.

# Closing dates for entries

4. Entry to the Event closes at Event day unless sold out earlier.

# **Compliance with laws**

- 5. The Rider must wear an Australian Standards approved cycling helmet at all times during the Event while riding a bicycle.
- 6. The Rider must ride in a safe and responsible manner during the Event.
- 7. In the interest of safety a Rider must follow all directions by any officials or BWA staff.
- 8. At any time before or during an Event, BWA may require riders in the Event to comply with standards of riding whether of a general or particular nature, to ensure the safety and enjoyment of all participants in the Event. Failure to comply with those standards may mean that a Rider will be removed from the Event.

### Acknowledgment and waiver

- 9. The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that they participate in the Event at their own risk.
- 10. In consideration of BWA permitting the Rider to enter and participate in the Event, the Rider by completing the registration process releases and indemnifies BWA, its contractors, employees or agents and sponsors of the Event and any of their respective representatives from and against all and any claims, suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and interest, whether under common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Event including as a result of any negligent act or omission, negligence, breach of duty, breach of care or other fault or responsibility of BWA, its contractors, employees or agents, sponsors of the event and any of their respective representatives.
- 11. If you are the parent or guardian for a child you agree to take full and sole responsibility for the child's safety and participation in the Event.

#### Ride communications

12. Communications in relation to an Event will be principally by email. The Rider must provide a valid email address.

## Preparation, training, health and safety

13. The Rider is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event. If the Rider has any health

- issues or doubts prior to the Event, they should immediately seek appropriate medical advice.
- 14. If, during the ride, the Rider becomes ill or is injured, BWA will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. BWA recommends that the Rider holds current ambulance service membership and /or health insurance to cover such costs.

# **Photography**

- 15. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Event and consents to BWA using the Rider's picture and likeness contained in any photographs or film for publicising the Event and for promoting any future event staged by BWA.
- 16. BWA may at its absolute discretion appoint an event photography company to photograph the Event and Riders, the Rider acknowledges and agrees to releasing their name and email address to the appointed event photography company for the purposes of marketing and selling event related photography merchandise.

## **Privacy**

- 17. BWA collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy.
- 18. All information remains the property of BWA.
- 19. BWA may share your details with its nominated partner for the Event.
- 20. Please read our full Privacy Policy at www.bwa.org.au

#### Other

- 21. BWA reserves the right, in its absolute discretion, to refuse to allow the Rider to participate in the Event or to remove the Rider from the Event for breach of these Entry Terms or if it otherwise determines it appropriate to do so.
- 22. BWA is not liable to the Rider for any loss, damage, cost or expense of any kind if the Rider is denied access to or removed from the Event for any reason.
- 23. No animals are permitted at the Event.

  The Rider acknowledges that this agreement is governed by and will be construed according to the laws in effect in the State of Western Australia.