

## EVENT TERMS AND CONDITIONS OF ENTRY KALAMUNDA 100

*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 Kalamunda 100 (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. The Rider must be aged 16 years or more on the day of the Event to ride in the Event.
3. A Rider under 18 years of age must be accompanied by a parent or legal guardian.
4. BWA may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration to the Event.

### Rider fee categories

5. A *BWA Member* is defined as a person who is a financial member of BWA on the day of the Event.
6. A *Non-Member* is defined as a person who is not a financial member of BWA on the day of the Event.

### Cancellations, refunds and transfers

7. Before registering for the Event carefully review the Event details. BWA does not refund registration fees where the Rider decides they no longer wish to attend, or is unable to attend the Event, as a result of any change in personal circumstances including, but not limited to, medical grounds.
8. If the Event takes place then there is no right to a refund, including where a Rider cannot or chooses not to attend because of adverse weather conditions.
9. The Rider may transfer their registration for the ride to another Rider. A request for a transfer must be received in writing by BWA before the close of registrations for the Event and must include all relevant details of the new Rider.
10. It is the responsibility of the Rider to recover any monies from the new Rider.
11. BWA may charge an administration fee for Rider transfers.

### Closing dates for entries

12. Entry to the Event closes at midnight on the Tuesday preceding the Event unless sold out earlier.

### Compliance with laws

13. During the Event, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by BWA, its contractors, employees or officials. Failure to do so may result in the Rider being removed from the Event.
14. The Rider must wear an Australian Standards cycling helmet at all times during the Event while riding a bicycle and must ensure that the Rider's bicycle is in a serviceable and roadworthy condition meeting all traffic and road laws.
15. The Rider must ride in a safe and responsible manner during the Event.
16. 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.

## **Insurance**

17. There is no insurance for riders, bicycles or third party liability for participation in this Event. Participants (whether Riders or not) may be insured as a consequence of membership with BWA, or some other organisation.

## **Acknowledgment and waiver**

18. The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that they participate in the Event at their own risk.
19. 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.
20. 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**

21. Communications in relation to an Event will be principally by email. The Rider must provide a valid email address.
22. It is the Rider's responsibility to read all information that is made available on the BWA website, in e-mail newsletters, rider guides and any other literature concerning the Event.

## **Preparation, training, health and safety**

23. 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.
24. 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.
25. Where a Rider becomes seriously ill or injured and is unable to ride, the Rider will be considered to no longer be participating in the Event.
26. Where a Rider is either removed from, or chooses to discontinue participation in the Event, the Rider is responsible for their own transport and associated costs.
27. Where a Rider engages the use of the broom wagon (when provided) on two (2) or more occasions, excluding medical or mechanical reasons, the Rider, at the discretion of the BWA, will be asked to leave the Event.
28. A Rider understands that should they fail to complete the required riding distance within the allotted time frame, as outlined in the ride guide and at the discretion of the BWA Event Manager, they will be required to make use of the broom wagon. Should the Rider refuse, they are considered outside of the Event and accept all associated risks.

### **Meal and dietary requirements**

29. Where catering is provided, BWA offers two standard meal types, Non-Vegetarian and Vegetarian. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
30. BWA cannot facilitate the storage, transport or cooking of self-catered meals.
31. Any special meal option for the Event is provided by BWA as a service to the Rider. Every effort is made by BWA and the appointed caterers to ensure that recipes and ingredients are controlled.
32. BWA and the appointed caterers cannot guarantee that any meal or food item is exactly as described. Contamination by allergens can occur that is beyond the reasonable control of BWA and the caterer.
33. It is solely the Rider's responsibility to carry on them at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that they suffer from.

### **Ride and route modification**

34. BWA reserves the right, in its absolute discretion, to:
  - (a) change or vary the route of any of the Event riding options without notice; and
  - (b) cancel, postpone, reschedule or change the time or place for the Event or any of the ride options for any reason and at any time prior to the commencement of the Event; and BWA is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and however or where ever incurred by the Rider resulting from any such action taken by BWA.

### **Private support vehicles**

35. Private support vehicles are not permitted on the Event without prior approval of the Event Manager.

### **Photography**

36. The Rider acknowledges and agrees that they 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.
37. 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**

38. BWA collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy statement.
39. All information remains the property of BWA.
40. BWA may share your details with its nominated charity partner for the Event.
41. Please read our full Privacy Policy at [www.bwa.org.au/about-us/576/](http://www.bwa.org.au/about-us/576/)

### **Other**

42. The Event will be held outdoors and may proceed notwithstanding extreme poor weather conditions on the day of the Event. Whether an Event proceeds will be a decision in the sole discretion of BWA.
43. BWA is not liable to the Rider for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of poor weather before or during the Event.

44. 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.
45. BWA is not liable to the Rider for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Rider is denied access to or removed from the Event for any reason.
46. No animals are permitted on the Event.
47. 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.