



TERMS & CONDITIONS

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THE GREAT AUSTRALIAN BIKE RIDE - 2009

Terms and Conditions of Entry

These Terms and Conditions of Entry ("Entry Terms") have been created for the operation of The Great Australian Bike Ride. By registering to participate in the ride, you (the "rider"), accept and agree to be bound by these Entry Terms:

Please read carefully these terms and conditions of entry. In completing and submitting the Registration Form, you agree to be bound by these conditions, which constitute the agreement between the Australian Rotary Health Research Fund (ARHRF) (the "organiser") and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Registration Form or are otherwise agreed to in writing by the parties. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by ARHRF.

The organiser reserves the right, in its absolute discretion, to refuse to allow a rider to participate in the ride or to remove the rider from the ride for breach of these terms and conditions or if it otherwise determines it appropriate to do so.

The organiser 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 ride for any reason.

The ARHRF means the Australian Rotary Health Research Fund acting as the trustee of the Australian Rotary Health Research Trust Fund ABN 30 354 599 399.

1 Entry Requirements

- Each rider must complete and sign the designated registration form.
- For the ride, the rider must be aged 18 years or older on the day of commencement of the ride with the exception of Rotary Exchange students
- The organiser, may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.
- The event will involve a limited number of riders. The selection of entries will be in at the discretion of the organiser.
- All riders must attend the daily ride briefings.

2 Registration Fee

To participate in The Great Australian Bike Ride, every rider must pay a registration fee of AUD\$550 (including GST). This amount is non-refundable. Cheques/money orders for the registration fee should be made payable to the ARHRF Bike Ride and must accompany the Registration Form. You must also undertake to pay the outstanding amount (total less the \$550 registration fee) to the Australian Rotary Health Research Fund prior to the start of your first nominated stage.

3 Payment

Eligibility to take part in The Great Australian Bike Ride is contingent upon riders raising funds to cover the cost of the stage or stages they wish to take part in. The cost of entry to each stage is listed on the Registration Form. All monies raised in the name of The Australian Rotary Health Research Fund must be forwarded immediately to The Australian Rotary Health Research Fund along with supporting documents as outlined in the 'Information for Fundraisers'.

4 Bicycle Types

Only standard, upright, single and tandem road bicycles are permitted. Fixed wheel bicycles, unicycles, trikes, motorised and power-assisted bicycles, tagalongs, trailers or child seats are NOT permitted.

5 Bicycle Prizes

Event sponsor TREK Bicycles Australia has donated a number of bicycles for this ride. As an incentive to fundraise, a TREK bike will be awarded to the top fundraiser for each stage, based on the amount raised prior to the start of your first nominated stage. (multiple stage riders will have fundraising totals contributed to their first stage)

Each rider who raises \$40,000 (of which at least \$20,000 must be paid prior to the start of the Ride) will also receive a TREK bike.

6 Health and Fitness Requirements

Riders must be at least 18 years or older on the day of commencement of the ride with the exception of Rotary Exchange students. Participants must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations where necessary. On receipt of your Registration Form, ARHRF will send you a medical questionnaire to be completed by you or your doctor and returned to us as proof that you are fit enough to participate in the ride. If you suffer from severe muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. All riders must complete, sign and return to ARHRF the requisite medical questionnaire at least 60 days before your departure. If you have a pre-existing medical condition, or are over 70 years of age, you must provide and return to ARHRF at least 60 days before departure the medical questionnaire completed and signed by your doctor. The ride generally goes through remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Where necessary, evacuation can be prolonged, difficult and costly. Medical and evacuation expenses will be the responsibility of the participant. ARHRF reserves the right in its absolute discretion to refuse a participant the right to participate in the ride on medical or fitness grounds.

7 Medical disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of registering for this ride
- you have disclosed to ARHRF every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, which is relevant to ARHRF's decision to permit you to go on the ride
- immediately upon any adverse change in your health or fitness that may be likely to affect ARHRF's decision to accept the risk of permitting you to go on the ride, you will notify ARHRF in writing of any such adverse change.
- You acknowledge that the obligation to disclose under this condition continues from the time of registering for the ride through to commencement of the ride and extends for the duration of the ride and thereafter as a result of the ride. If you fail to comply with the duty of disclosure in this condition and if ARHRF would not have permitted you to undertake the ride, or continue participation of the ride, had you made full disclosure under this condition, ARHRF will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

8 Ride Leaders

In this clause, 'nominated ride leader' includes both the nominated ride leader and any other nominated person given at any time the task of leading or supervising any aspect of the ride. If for any reason during a ride the ride leader considers you should not participate further he/she may direct you not to continue and you must follow the ride leader's instructions. In this case you will not be entitled to any refund. Your insurance may compensate you depending on the circumstances.

9 Delays or Change of Itinerary

It is possible that a route change, postponement or delay may become necessary during the event. This could be due to inclement weather, police or road authorities' restrictions or any other cause. In the event of a change, postponement or delay, participants have no right to refund of the ride price (in whole or in part) or other compensation for any injury, loss or damage. ARHRF also reserves the right, in its absolute discretion, to cancel the ride due to any government department advice, or any change in such warning or advice. In this event Condition 24 applies in respect of the cancellation or transfer of a ride. Insurance may compensate you depending on the circumstances. You will not be entitled to make any further claim for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience, which may result from such cancellation.

10 Insurance

Personal insurance is not included in the ride price. It is a condition of booking a ride with ARHRF that you are adequately insured for the full duration of the ride and thereafter as a result of the ride in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. Insurance can be obtained through joining a state bicycle association.

11 Ride Prices

Ride prices are based on a number of factors. ARHRF tries its utmost not to increase ride prices (in full or part), however sometimes increases are outside its control. ARHRF reserves the right to amend ride prices (or any part) without notice at any time before the start of any stage. Amendments may be necessitated for many reasons including, but not limited to increased fuel costs. Any increase in ride prices must be paid prior to the departure date.

12 Exclusions from ride price

The following items are excluded from the ride price:

- personal insurance
- meals, other than breakfast, morning tea, lunch, afternoon tea and dinner.
- any expenses incurred during the event
- laundry, postage, personal clothing, medical expenses & items of a personal nature
- individual emergency evacuation and/or emergency search charges
- Pre or post ride arrangements, including transport to and from the event.

13 Force Majeure

If ARHRF is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside ARHRF's reasonable control, ARHRF will be under no liability whatsoever to you and may, at its option, by communication to you either cancel the ride or take any other action as specified in condition.

14 Assumption of Risk

You acknowledge that:

- by the very nature of this ride, it is more challenging and demanding with a commensurately higher level of risk compared with ride holidays
- in the country areas and regions in which the ride is undertaken, standards of accommodation, health care, hygiene, safety and service provision generally are often not as high as those standards in suburban areas and may require flexibility and patience on your part
- the additional dangers and risks associated with this type of bike ride may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury
- the enjoyment and excitement of this type of bike ride is derived in part from the inherent dangers and risks associated with touring riding and that those inherent dangers and risks are a reason why you wish to undertake the bike ride
- you have submitted your registration for the ride after giving due consideration of relevant information and you therefore accept the inherent and increased dangers and risks associated with the proposed ride and the accompanying risk of injury, death or property damage or loss.

15 Communication

It is the rider's responsibility to read all information that is made available via emails, the website or handouts concerning the ride.

16 Disclaimer

You accept that:

- ARHRF will not be liable for any breach of any law by any person with whom you travel on the ride;
- you may not rely on any representations concerning the ride made by ARHRF that are not contained in these conditions.

17 Release and Waiver of Liability

In consideration of ARHRF accepting your registration and in consideration of you being permitted by ARHRF to join the ride:

- you release ARHRF and its officers, employees, agents, licences, official volunteers, guides and other representatives and the land management authorities in the areas in which the ride is conducted (each of whom are collectively referred to as "ARHRF and its employees") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the ride and thereafter as a result of the ride and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act of ARHRF and its employees
- you waive any claims you have, or may at any time have, against ARHRF and its employees and you agree, by accepting the additional inherent dangers and risks associated with the ride, not to make any claim against or seek any compensation from ARHRF and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the ride. or thereafter as a result of the ride
- you accept responsibility and release the ARHRF from all liability for claims for damages for injury loss or damage of whatsoever kind by any other person or corporation as a result of any act of omission whether negligent or otherwise on my part.

18 Cancellations

If you wish to cancel your participation in the ride, you must notify the ARHRF in writing. You will forfeit your registration deposit of \$550 but this sum may then be regarded as a donation for which you will receive a tax deductible receipt. Any monies collected but not sent to the organiser can be returned to the sponsors or donated to the ride, at the sponsors' discretion. The organiser reserves the right, in its absolute discretion, to cancel, reschedule or postpone the event for any reason and at any time. Only in the event of cancellation will monies raised be returned to the various sponsors. The organiser is not responsible for, or liable to, the rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the rider resulting from any such action taken by the organiser.

19 Privacy

The rider acknowledges and agrees that he/she may be photographed or filmed during the ride and consents to the organisers using the rider's picture and likeness contained therein for publicising the ride and promoting future rides or events to be staged by the organiser and its sponsors. The organiser makes every effort to handle the rider's personal information in accordance with acceptable privacy practises. The information remains the property of the organisers and will not be passed to third parties.

20 Amendments

If you wish to alter any of your arrangements, you should notify the organiser in writing and the changes will take effect upon receipt of the notification. An amendment is any change that you make once your registration has been received.

Please address further questions to:

Australian Rotary Health Research Fund

(ABN 52 006 119 964)

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Telephone 02 8837 1900, Facsimile 02 9635 5042
email: mail@arhrf.org.au