

Form of Deed for completion by Cycling Participants

Participant:

Address:

Date of Birth:.....

Background

I,

[Insert Name]

of

[Insert address] (the "Participant") agree to participate in the Cycling Session on the Terms and Conditions of this Deed as set out below.

Background

A. The Participant has agreed to participate in the following Cycling Session:

Terms and Conditions

1. I hereby acknowledge and agree as follows:

- (a) I am medically fit (including physically and mentally) to participate in the Cycling Session and that I have not been advised otherwise by my medical practitioner.
- (b) I am participating in the Cycling Session voluntarily and am aware that there is an inherent danger in participating in the Cycling Session and I am aware that my participation may result in serious personal injury, permanent disability or death and/or property loss and damage;
- (c) I am aware that these risks mentioned in paragraph (b) may be caused by my own acts or omissions, the acts or omissions of others participating in the Cycling Session, the condition and/or layout of the location where the Cycling Session is to take place (which may include an **open road**) or other risks not known to me or that are not readily foreseeable at the time of signing this declaration, warrant, waiver and release. I further acknowledge that this is a risk warning pursuant to the *Civil Liability Act 2002 (NSW)* and *Trade Practices Act 1974 (Cth)* and I agree that I assume all risks in connection with my participation in the Cycling Session and that Ciclismo (including its respective officers, employees and agents) is not liable for the breach of any express or implied warranty that any services provided by Ciclismo will be provided with reasonable care and skill;
- (d) I agree to use my own equipment to participate in the Cycling Session and am completely satisfied with the adequacy and condition of my Equipment and am satisfied that it is suitable for use in the Cycling Session;
- (e) I agree that I have sole responsibility for my personal possessions and warrant that any loss or damage to any Equipment or possessions which I bring is my responsibility;
- (f) I agree to participate in the Cycling Session in a manner that is not reckless or dangerous to myself or other people; and
- (g) I understand that the Cycling Session may not be sanctioned by any Cycling Federation.

2. To the maximum extent permitted by law, I hereby agree to release, discharge, waive and forever hold harmless Ciclismo (including its officers, employees, and agents) from all and any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent which I may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Cycling Session, use of my own Equipment, or any activity incidental to the Cycling Session, whether, direct, consequential or foreseeable and whether caused by accident or any negligent or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Cycling Session.
3. To the maximum extent permitted by law, I hereby agree to indemnify Ciclismo (including its officers, employees and agents) against any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent which I may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Cycling Session, use of my own Equipment, or any activity incidental to the Cycling Session, whether, direct, consequential or foreseeable and whether caused by accident or any negligent or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Cycling Session.
4. I agree that the waiver, release and discharge contained in paragraph 2 above and the indemnity contained in paragraph 3 above shall operate in favour of Ciclismo (including its officers, employees and agents) and shall so operate whether or not the loss, injury or damage is due to or attributable to any act, neglect or omissions of any one or more of them.
5. Warrant, if I am an Employee of Ciclismo that I have signed off from my rostered day of work in order to participate in the Cycling Session and acknowledge that my participation in the Cycling Session is in no way connected with my employment by Ciclismo and is conducted by me in my personal time.
6. I consent to any authorised representative of Ciclismo (including its officers, employees and agents) ("Authorised Employee") being entitled to administer first aid to me or to arrange for me to receive medical treatment and/or to be transported to a hospital or medical centre, if in the opinion of the Authorised Employee, such action is required.
7. I acknowledge and agree that this Deed may be pleaded as a bar to any action, suit or proceeding taken at any time by me against Ciclismo arising out of or as a consequence of my participation in the Cycling Session, use of my own Equipment, or in any activity incidental to the Cycling Session.
8. I am over the age of 18 at the time when I sign this declaration.

Executed as a Deed

Signed sealed and delivered by)
)
)
 _____)
 Full Name of Participant)

 Signature of Participant

Dated:.....

***Note: It is necessary to see evidence that the Participant is over 18 years of age. If not, they should not be allowed to participate.**