

# Terms and Conditions of Entry

**These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the Sally’s Ride 2018 “Tamar Valley Cycle Challenge” Bike Ride on Sunday 18th November 2018 (the “Ride”) to run smoothly and safely. By entering the Ride, you (the “Rider”) accept and agree to be bound by these Entry Terms:**

## Entry Requirements

The Rider may elect to take part in the Family, 45km, 70km, 100km, or 160km ride (“Ride Options”). The ride lengths may not be exactly these distances.

A registration is not considered to be complete, and a place held in the rider’s preferred ride option until all required rider information is supplied and payment in full has been received.

For the 100km, 70km and 160km options, The Rider warrants that he/she has prior experience or will obtain experience riding in groups and be able to maintain a minimum average speed of **20km per hour**.

For all Ride Options except the Family Ride the Rider must be aged 12 years or older on the day of the Ride, or, must be a member of a registered cycling club.

If the Rider is under the age of 18, the Rider’s Parent / Guardian must give their consent when requested during registration. The Parent / Guardian must provide a contact phone number.

**Family ride approx. 10km** – age limit is that child must be 8 years old at the time however parents if satisfied that their child has sufficient competency to participate in the ride, can give consent to a child under the age of 8 years provided that the child is accompanied by a parent, guardian, or adult. Parents will be responsible for the safety of their own children for the duration of the family ride

The family ride will be held mainly on internal park and bike tracks however there may be public road crossings which will have a marshal present. Parents must ensure extra care is taken with their children when approaching or using public roads.

A consent form must be signed by a parent or guardian for ALL children under the age of 18 years.

The Rotary Club of Central Launceston may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

## Cancellations

If the Rider wishes to cancel his/her participation in the Ride, the Rider must notify The Rotary Club of Central Launceston in writing, providing his/her name, address, event number and reason for cancelling.

Written cancellations received before 5pm, Monday 12th November, 2018 (AEST ) will be refunded 50% of their entry fee.

No refunds will be offered for cancellations received after 5pm, Monday 12th November, 2018 (AEST).

Except as otherwise stated in these Entry Terms and as required by law, the Rotary Club of Central Launceston is under no obligation to refund monies or entry fees due to non use, cancellation, failure to participate or dissatisfaction by the Rider.

## Ride Communications

Ride Communications will principally be made via email. The Rider should therefore provide a valid email address. If the Rider does not have access to an email address, the Rider should make every effort to check [rcl.org.au](http://rcl.org.au) for any changes to the event.

It is the Rider's responsibility to read all information that is made available on the Rotary Club of Central Launceston website.

## Mode of Transport

Only standard, human-powered bicycles are permitted on all the Ride Options. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on any Ride Options.

### Family Ride

Two wheeled bicycles, Tag along, bike trailers and child seats are permitted. Dogs, training wheels, scooters are not permitted.

**Recumbrant cycles are permitted only in the 45km option.**

## Closing Dates for entries

All Ride Option entries online close at 8pm, Friday 16th November 2018 (AEST ). Entries will be accepted on the day of the event but may attract a \$10 Late Fee.

## Acknowledgment and Waiver

The Rider acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk. In consideration of the Rotary Club of Central Launceston permitting the Rider to enter and participate in the Ride, the Rider hereby releases and indemnifies The Rotary Club of Central Launceston, the sponsors of the Ride 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 pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the Rotary Club of Central Launceston, the sponsors of the Ride and any of their respective representatives.

If the Rider is a Parent/Guardian of a person under 18 years (“Under Age Child”) who is participating in the Ride, that Rider consents to the Under Age Child participating in the Ride and agrees to take full and sole responsibility for the Under Age Child’s safety and participation in the Ride. The Rider further agrees and undertakes to Rotary Club of Central Launceston for and on behalf of the Under Age Child that the release and indemnity as above applies with full force and effect to the Under Age Child and that the Rider and any spouse or defacto spouse or partner will take no steps of any sort on behalf of the Under Age Child that would result in the release and indemnity as stated above being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.

## **Compliance with Laws**

During the Ride, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by The Rotary Club of Central Launceston or any employees or officials representing The Rotary Club of Central Launceston at the Ride. Failure to do so may result in the Rider being removed from the Ride and will not receive a registration refund. The Rider must wear an Australian standard cycling helmet at all times during the Ride while riding a bicycle.

## **Preparation, Training, Health and Safety**

The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Ride. If the Rider has any health issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.

If, during the Ride, the Rider becomes ill or is injured, The Rotary Club of Central Launceston will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider’s expense.

## **Common Sense**

The Rider must ride in a safe and responsible manner during the Ride and use common sense at all times.

The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

## **Ride and Ride Option Variation**

The Rotary Club of Central Launceston reserves the right, in its absolute discretion, to: change or vary the route of any of the Ride Options without notice; cancel, postpone, reschedule or change the time or place for the Ride or any of the Ride Options for any reason and at any time prior to the commencement of the Ride; and The Rotary Club of Central Launceston 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 where so ever incurred by the Rider resulting from any such action taken by The Rotary Club of Central Launceston.

## Private support vehicles

Private support vehicles are not permitted on the Ride.

## Photography

The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to The Rotary Club of Central Launceston using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by The Rotary Club of Central Launceston.

The parent/Guardian acknowledges and agrees that their Under Age Child may be photographed or filmed during the Ride and consents to The Rotary Club of Central Launceston using the Rider's picture and likeness contained in any photographs or film for promoting the Ride and for promoting any future ride or event to be staged by The Rotary Club of Central Launceston.

## Privacy

The Rotary Club of Central Launceston collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement which can be found on the web site prior to entry section. All information remains the property of The Rotary Club of Central Launceston.

## Other

The Ride will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. The Rotary Club of Central Launceston 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 Ride.

The Rotary Club of Central Launceston reserves the right in its absolute discretion to cancel the event if deemed necessary.

The Rotary Club of Central Launceston reserves the right, in its absolute discretion, to refuse to allow the 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 Rotary Club of Central Launceston 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 Ride for any reason.

"The Rotary Club of Central Launceston" means The Rotary Club of Central Launceston Incorporated ABN 74 450 219 908 and includes where appropriate The Rotary Club of Central Launceston employees, agents, contractors and officers.