

## GP17 Shaping Australia Ride TERMS & CONDITIONS

In consideration of and as a condition of acceptance of your participation in GP17 Shaping Australia Ride on 24<sup>th</sup> October, 2017, you acknowledge the following:

### 1. Participation conditions

- a. Any participation is subject to the event organiser's (Massive & Co Pty Ltd (ABN 20 125 953 246)) terms and conditions available at [www.entoure.com.au](http://www.entoure.com.au). The event organiser is directly responsible for the activities provided in connection with the Event, and the RACGP assumes no liability for those activities. The RACGP is not party to your agreement with the event organiser.

### 2. Risk Management

- a. The Event will be held in and around Manly, New South Wales on public and open roads.
- b. The Event is made available for experienced cyclist to ride safely in peloton on public roads with a group of riders handle bar to handle bar at an average speed of 25Km/hour through the duration of the Event.
- c. The event organiser requires you to be physically fit and not suffering from a condition, illness, injury or other physical disability or impairment that may prevent and/or render you unfit to participate in the Event. You understand the event organiser may refuse to allow you to participate or continue participating in the Event if in their reasonable opinion it is necessary for your safety or the safety of others.
- d. Participants in the Event may involve a real risk of serious injury from various causes including but not limited to over exertion, dehydration and accidents with other participants, spectators or road users. You voluntarily assume all risk associated with your participation in the Event or any activity associated with it and will take all reasonable measures to protect yourself from such risks. You accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by you as a result of your participation in the Event.
- e. Participants remain responsible for ensuring their bike is ride worthy, has been properly maintained and serviced and is in a suitable condition to be able to undertake the Event safely.
- f. Participants have sole responsibility for their personal possessions and equipment, including but not limited to your bike, during the Event.
- g. Any liability incurred by the RACGP in connection with the Event will be limited to the refund of the Fee paid to the RACGP. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the Competition and Consumer Act (Cth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights then to the extent of any inconsistency with these Conditions, these Conditions are to be read down to permit those rights.
- h. To the maximum extent permitted by law, the RACGP excludes all indirect and consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with your participation in the Event.
- i. You release the RACGP from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with the RACGP's acts, omissions or negligence in connection with the Event. You further indemnify the RACGP its employees, agents, contactors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis), incurred in connection with the Event. Any such amount is a debt due and payable within 20 business days of request.

### 3. Event Change

- a. The event organiser reserves the right to change or modify any part of the Event, including date, course and location at any time. Details of any such changes will be promptly communicated to you.
- b. The event organiser will review the weather conditions prior to the Event and may need to adjust, reduce, move the date for or cancel this Event. You agree to abide to whatever decision made by the event organiser should unforeseen weather conditions place the Event and/or your health at risk.

### 4. Image & Privacy

- a. You grant the RACGP an irrevocable and royalty-free licence to use your name, image and Event results in its marketing and promotional materials.
- b. Your personal information is collected by the RACGP through this [registration form](#) and transferred to the event organiser in accordance with [RACGP Privacy Statement](#).

### 5. General

- a. These Terms may be amended from time to time. The Terms governing your participation are those in force at the time you submit your [registration form](#).
- b. These Terms are governed by and are to be construed in accordance with the laws in force in Victoria.