

Terms and Conditions of Entry to Rotary Ride the Range 2022

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable Rotary Ride the Range on 9 October 2022 (The Event”) to run effectively. By registering to participate in the Ride, you (the “Participant”) accept and agree to be bound by these Terms and Conditions of Entry.

Conditions of Entry

“The Event” is Rotary Ride the Range.

“The Organiser” is The Rotary Club of Toowoomba Inc ABN 46 603 668 148 and includes where appropriate officers, employees, agents, volunteers and contractors.

“The Participant” means the registered rider in The Event.

1. Event Access & Compliance with Laws

1.1.1. Participation in The Event involves riding on public roads used by other traffic and cyclists in close

1.1.2. proximity. The Participant acknowledges and accepts the hazards involved.

1.1.3. The Event is not a race and roads used will not be closed to traffic.

1.1.4. The Participant must ride in a safe, responsible and courteous manner during The Event and use common sense at all times.

1.1.5. The Participant agrees to abide by the Queensland Road Rules and to follow directions given by The Organiser and Queensland Police. Failure to do so may result in the Participant being removed from The Event.

1.1.6. The Participant must wear an Australian Standard cycling helmet at all times during The Event.

1.1.7. The Participant must not wear headphones or earphones whilst participating in the Event.

1.1.8. Participant must not utilise a mobile phone or other handheld device whilst participating in the Event unless stopped.

1.1.9. The Event will be held outdoors and will proceed notwithstanding poor weather.

Only extreme weather or a Covid-19 event may cause cancellation. The Participant accepts that conditions in which The Event is conducted may vary without warning.

1.1.10. The Participant must ensure they are of sufficient riding competence to take part in the event and that their bicycle is in sound mechanical condition.

1.1.11. Participant is responsible for ensuring they are physically and mentally capable of completing the event. Anyone with a specific medical condition that may affect their own safety or the safety of others should advise The Organiser.

1.1.12. Private support vehicles are not permitted along the bike route.

1.1.13. The Participant must not be under the effects of drugs or alcohol whatsoever whilst participating in the Event.

2. COVID-19

2.1. Covid-19: By registering for this event you hereby agree that:

2.1.1 you will comply with the Covid-19 plan that is in place for the Event;

2.1.2 you consent to your personal details being provided to the Queensland government or any third party engaged by the Queensland government for the purposes of undertaking contact tracing;

2.1.3 You will not attend the Event if you:

2.1.3.1 are experiencing any Covid-19 symptoms including, amongst other things, a fever, dry cough, tiredness, sore throat, diarrhoea, headache, loss of taste or smell, shortness of breath, chest pain, loss of speech, etc;

2.1.3.2 have travelled overseas or to any area which is declared to be a Covid-19 hotspot by any government within a 14-day period before the commencement of the Event;

2.1.3.3 are awaiting the results of a Covid-19 test; or

2.1.3.4 have been in close contact with a person who has tested positive to Covid-19 within a 14 day period before the commencement of the Event

2.2. You may be asked to undertake a health screening upon arrival at the Event, which may include taking your temperature or answering a range of questions. You agree that you will comply with any reasonable request of any person involved in the organisation of the Event as a part of this health screening and will honestly answer any questions asked of you;

2.3. You will comply with all social distancing requirements and health protocols;

2.4. You will abide by all good personal and respiratory hygiene recommendations during the Event, including washing your hands regularly, using hand sanitisers, coughing or sneezing into your elbow or a tissue and adopting the use of a mask if required; and

2.5. You will abide by all reasonable instructions of any person or volunteer involved in the operation of the Event.

2.6. In the event that you fail to comply with any part of the above protocols relating to Covid-19, you acknowledge and agree that you may be asked to immediately leave the Event and any area associated with the Event without refund.

2.7. Where the Event has to be postponed due to concerns surrounding Covid-19 or for any other reason, I understand that my registration will be carried over to an alternate date set for the Event.

3. Cancellation & Refund Policy

3.1. I acknowledge that I will not be entitled to any refund of my registration fees if I withdraw from the Event.

3.2. I acknowledge that my registration is unable to be transferred to a third party for any reason.

I further acknowledge that I can request a refund from The Organiser who may consider the request in special circumstances as determined by The Organiser However The Organiser is under no obligation to refund whatsoever.

3.4 A decision in relation to any request for refund will be at The Organiser's sole discretion.. This could result in no refund or a partial refund.

3.5 Where I am removed from The Event for any reason, I will not be entitled to a refund. Where the event has been postponed for any reason, and the Participant cannot attend the next date, no refund will be made.

4. Persons Under 16

4.1. Children under 16 at the time of The Event must be accompanied during The Event by an adult at all times.

4.2. Persons under 16 require the consent of their parent or guardian to participate in The Event.

4.3. Minimum age of the Participant must be at the time of the event, 12 years of age.

4.4. The parent/guardian shall provide their name and signature as evidence of consent and acceptance of the Conditions of Entry.

4.5. The parent/guardian agrees to release and indemnify The Organiser in the same manner and to the same effect and extent as if they were the person first named on the entry form and participating in The Event.

5. Event Communication

5.1. Event Communications will principally be made via email and supported by the event web and social channels.

5.2. The Participant should provide a valid email address or if they do not have access to an email address, they should make every effort to read updates posted on The Organiser's website.

5.3. Only ONE email will be sent to the same email address if multiple entries are registered to the same email account.

5.4. On request The Organiser can mail printed communications.

5.5. It is The Participant's responsibility to read all the information sent by The Organiser including by hardcopy and email.

6. Types of Cycles

- 6.1. Standard human powered bicycles are permitted on The Event.
- 6.2. Non-Modified E-Bikes are permitted on the event.
- 6.3. Scooters, combustion engines and power assisted drives are not permitted on The Event.

7. Animals

- 7.1. Animals are not permitted on The Event unless The Participant is dependant on the animal and the approval of The Organiser is requested in writing no less than 14 days prior to The Event.
- 7.2. The Organiser is under no obligation to approve any request. The Organisers decisions is final.

8. Media and Image

- 8.1. You acknowledge that you may be filmed, sound recorded and/or photographed by media or any other party at Rotary Ride the Range. The Recordings identifying you may be published online. You will not receive any payment in relation to the use, publication or distribution of any Recordings. You waive all objections to the use and publication of any media and images by your participation in The Event and authorise The Organiser's use of the media and images in any way the Organiser sees fit. In the event that you do not wish to be filmed, sound recorded and/or photographed by Media at this event, it is your obligation to advise Rotary Ride the Range of your concerns in writing prior to the event.
- 8.2. Further, The Participant acknowledges and agrees that video/film footage and still images may be taken by other participants, The Organisers and official photographers and that these images may be used by The Organiser, event sponsors and stakeholders for promotional and publicity purposes, operational assessments and related cycling activities. You waive all objections to the use and publication of any media and images by your participation in The Event and authorise The Organiser's use of the media and images in any way the Organiser sees fit

9. Risk Acknowledgment

- 9.1. The Participant acknowledges and understands that cycling activities are dangerous recreational activities and that by participating The Participant is exposed to certain risks including injury, death and damage to property.

9.2. To the fullest extent permitted by law, The Participant releases and forever indemnifies The Organiser, event sponsors, event funding bodies, beneficiaries and their respective committee members, directors, employees, contractors, agents, volunteers and representatives, the owners, licensees and occupiers of land and property upon which The Event or any part of it is conducted including statutory bodies and local authorities 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 Participant may suffer or incur arising from or connected in any way with participation in The Event including as a result of an act or omission, negligence, breach of duty, breach of care or other fault or responsibility to the fullest extent permitted by law.

9.3. 9.3 The Participant agrees that this Clause 9 may be utilised as a bar to any actions or proceedings brought.

10. Additional Terms:

10.1. The Participant acknowledges and agrees to their details being disclosed to parties necessary in the conduct of the event, medical officials during treatment and official charities for the purposes of issuing Tax Invoices.

10.2. Conduct, which in the opinion of The Organiser has, may be or will result in a breach of these conditions, harm or damage to any Participant or their property, illegal activity, bad language, or other unsocial behaviour, may result in The Participant's removal from The Event.

10.3. The Organiser reserves the right to refuse admission to The Event to any person without providing a reason, even though that person may be in possession of a valid ticket.

10.4. The Organiser is not liable to The Participant for any loss, damage, cost or expense of any kind if The Participant is denied access to or removed from The Event for any reason.

10.5. The Organiser reserves the right to change the venues, the route, the options, any information published about The Event or items provided on The Event without notice.

10.6. The Organiser is not liable to The Participant for any loss, damage, cost or expense of any kind due to program changes, poor weather before or during The Event or postponement or cancellation of all or part of The Event due to circumstances beyond the control of The Organiser including, but not limited to events of force majeure including but not limited to: COVID-19, weather, safety, theft, disaster, accident, strike or direction by any government authority.

11. By Entering

11.1. By entering The Event the Participant accepts and agrees to be bound by these conditions.

Acceptance of Entry Conditions including Risk Acknowledgment

- YOU MUST TICK CHECKBOX TO ENTER. Participant's signature (or that of parent or guardian if The Participant is under 16 years - you consent to their participation and certify that you have informed the child of all Term and

Conditions of Entry and accept the conditions on their behalf).

- I, the Participant, understand that my entry and participation is subject to the Terms and Conditions of Entry including the Risk Acknowledgment and that they affect my legal rights and obligations.

- I acknowledge that I have read and understood the Terms and Conditions of Entry and warrant my compliance with these Terms and Conditions of Entry

- I indemnify 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, I may suffer or incur arising from or connected in any way with my participation in The Event including as a result of an act or omission, negligence, breach of duty, breach of care or other fault or responsibility of The Organiser.