Waiver of Liability Agreement for participants attending tour/race/adventure/event

Read This Form Carefully. By registering and paying for a tour/race/adventure/event with twowheeltours or goodnessgravel you are accepting our Waiver and T&C's. If participants are under the age of 18 they must be accompanied by a Parent or Guardian.



TO: twowheeltours & goodnessgravel

In consideration of accepting my participation in the tour/race/adventure/event which may involve significant risk of physical harm, I agree to this release of claims, waiver of liability and assumption on risk. I am aware that biking is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.

I accept all of the inherent and obvious risks and understand that biking is a dangerous recreational activity and the possibility of personal injury, death, property damage - to my bike, bike equipment and general gear, or loss resulting there from. I acknowledge that the enjoyment and excitement of biking is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my participation.

I hereby release and forever discharge from all liability and agree not to sue *twowheeltours & goodnessgravel* and its employees, volunteers, agents, contractors, public bodies, land holders and sponsors from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in the tour/race/adventure/event.

I hereby indemnify and hold harmless <u>twowheeltours</u> & <u>goodnessgravel</u>, its employees, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default of my part in connection with my participation in the tour/race/adventure/event.

I acknowledge that I have a level of fitness that allows me to participate in the entire tour/race/ adventure/event which is considered active and adventurous and is held over many days and even weeks. This also includes walks and hikes as part of the tour/race/adventure/event. I also have no outstanding injuries which could jeopardise my experience on the tour/race/adventure/event. Any symptoms that should be known to twowheeltours & goodnessgrave have been written on the following page. I agree that if I suffer injury twowheeltours & goodnessgrave can at my cost arrange medical treatment and emergency evacuation services as twowheeltours & goodnessgrave deem essential for my safety.

Travel insurance: it is a mandatory requirement that all travellers purchase extensive travel insurance including air travel supplements. *twowheeltours & goodnessgravel* cannot assume responsibility for any client losses incurred on account of non-refundable air or train tickets etc. We therefore advise that participants consider their own insurance needs and to take action appropriate to their circumstances. For those participating in the Haute Route, or any other timed cycling race

twowheeltours & goodnessgravel attends, your insurance will need to cover you for cycle (road, gravel & /or MTB) racing. I hereby agree that I am responsible for my own travel, medical and ambulance insurance and return to my home, wherever that may be, if necessary.

I agree to wear an approved cycling helmet whist riding a bike at all times during the tour/race/adventure/event. I hereby agree to allow my name, results, photographs, video, multimedia or film likeness to be used for any legitimate purpose by twowheeltours & goodnessgravel and the sponsors, if any. twowheeltours & goodnessgravel reserve the right to refuse entry to any participant. twowheeltours & goodnessgravel reserve the right to change riding/hiking locations due to maintenance or poor weather conditions in particular areas.

I agree that I am of the correct age to participate in the tour/race/adventure/event. If I am under 18 as of the day of the departure, my parent/guardian has co-signed this waiver. If a participant is under the age of 18, a conversation with twowheeltours & goodnessgravel and the parent/guardian will need to take place to discuss their participation in the tour/race/adventure/event. twowheeltours & goodnessgravel have the right to refuse entry to any participant.

Tour fees and refunds for tour cancellation: at the time of registration each traveller is to make the required deposit as specified on either of our websites - twowheeltours & goodnessgravel. This is to secure your spot (non refundable). The second deposit and final payment (non refundable), must be made by each traveller on the specified date which is listed on the Invoice. Participants will receive their Invoice once the booking has been received. Cancellations will not receive repayment/

I acknowledge that I am responsible for my own bike when on any tour/race/adventure/event. Bikes will be placed in the best possible secured location while at hotels and in transit. Please note that riders are responsible for any damage incurred while riding.

I acknowledge that when I ride on any roads during the tour/race/adventure/event, I will abide by local road rules, including stopping at all traffic lights. I accept that vehicles are a part of riding on roads and I will not listen to portable music devices through the use of earphones.

No Councils will be held liable for negligence including Orange City, Cabonne, Eurobodalla, Glen Innes Shire, Upper Hunter Shire or any other local entity including NSW Police, Forestry Corporation of NSW or NSW National Parks and Wildlife Service.

I have carefully read this waiver and agree to abide by these conditions over the entire tour/race/adventure/event. I agree to obey all directions and decisions from the tour leader, employees, agents and contractors for the entirety of the tour/race/adventure/event. I confirm that I am an age of legal consent (that is 18 years or older) and that I have read and understood this Waiver of Liability Agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors. All participants must agree as having read and understood this declaration and the terms and conditions as part of the registration process.

