

Amy's Bike Skills

Terms and Conditions

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE TICKING THE RELEVANT BOX ON THE PARTICIPANT CONSENT FORM. BY TICKING THE BOX YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

The following Terms and Conditions must be read carefully. In consideration of your application to participate in the Program being accepted, you must acknowledge and agree to these Terms and Conditions:

Rules of Participation

The Participant Consent Form (**Form**) is to be completed and signed by the training participant (**Participant**), or in the case of a child who is aged under 18, the parent or legal guardian of the Participant. The Amy's Bike Skills Cycling Program (the **Program**) is an initiative developed and owned by the Amy Gillett Foundation (ABN 46 200 981 503). Together with the Amy Gillett Foundation, the Program is delivered by Wheel Women Pty Ltd (ABN 16 164 218 811) (**Wheel Women**). For the purposes of these Terms and Conditions, "**Program Providers**" means both the Amy Gillett Foundation and Wheel Women. A signed version of the Form must be received by the Amy Gillett Foundation before the Participant will be allowed to participate in the Program. These Terms and Conditions apply to all Participants in the Program, and in the case of a child under the age of 18, the parent or legal guardian of that Participant.

I acknowledge that my application to enter the Program will be accepted upon notification to me by the Amy Gillett Foundation and I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by the Program Providers with respect to the Program. I agree to follow any rules and/or directions set by the Program Providers in connection with the Program. I understand that if I fail to comply with any such rules or directions I may not be permitted to participate or to continue to participate in the Program.

I certify that either I am 18 years of age or over, or where that is not the case my parent/guardian has agreed to the Form on my behalf. In those circumstances, my parent/guardian agrees to release and indemnify the Amy Gillett Foundation in the same manner and to the same effect and extent as if they were the person first named on the Form and participating in the Program.

I agree to wear an Australian Standards approved cycling helmet whilst riding a bike at all times during the Program.

Fitness to Participate and Disclosure

By agreeing to these Terms and Conditions, I warrant and declare that prior to participating in the Program:

- (a) I am medically and physically fit and able to participate in the Program;
- (b) I am not and must not be a danger to myself or to the health and safety of others;
- (c) I am not presently receiving treatment for any condition, illness or disorder or injury which would render it unsafe for me to participate in the Program; and
- (d) I will immediately notify the Program providers in writing of any change to my medical condition, fitness and ability to participate.

I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.

I understand, acknowledge and accept that the Amy Gillett Foundation will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Program and that all such medical or other information is accurate and complete.

I agree to report any accidents, injuries, loss or damage I suffer during the Program to the Program Providers before I leave the premises where the Program is being conducted.

Safety

I understand and acknowledge the dangers associated with the consumption of alcohol, medication or any mind-altering substance before or during the Program, and I accept full responsibility for any injury, loss or damage associated with the consumption of alcohol, medication or any other mind-altering substance.

If I suffer any injury or illness, I agree that the Program Providers may provide any medical treatment that the Program Providers reasonably considers necessary or desirable for me during my participation in the Program including evacuation, first aid and/or medical treatment. I also agree to reimburse the Program Providers for any costs or expenses incurred in providing me with medical treatment.

Exclusion of Participant

I warrant that I have not at any time been excluded from cycling by a medical practitioner or any person or entity,

including the Amy Gillett Foundation. I acknowledge and agree that the Amy Gillett Foundation may demand a medical certificate or opinion as to my fitness from a qualified medical practitioner PRIOR to me undertaking the Program. Failure to provide a satisfactory medical certificate may result in a decision (prior to or during the Program) to exclude me from the Program. I agree to abide by any decision the Program Providers may make in relation to my continued participation in the Program. The Amy Gillett Foundation reserves the right to refuse or cancel a Participant's registration and without giving reasons for its decision.

Risk Warning

Participation in the Program, including undertaking cycling activities or otherwise, may involve risk. There are risks specifically associated with participation in the Program including but not limited to physical exertion, risk of falling, colliding with other riders or road users, encountering hidden obstacles or varying terrain, the risk of injury from any failure of the bicycle or any of its components or inclement weather conditions. I acknowledge that incidents can happen which may result in personal injury, death or property damage.

Prior to participating in the Program, I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have. By agreeing to these Terms and Conditions, I acknowledge, agree, and understand that participation in the recreational services provided by the Program Providers may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Exclusion of Implied Terms

It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). By agreeing to these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By submitting this Form, I agree that the liability of Program Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to me or the community;
 - ii. that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services;
- is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in these Terms and Conditions, is required to ensure that the recreational services it supplies to me:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask me to agree that these conditions do not apply to me. By agreeing to these Terms and Conditions, I will be agreeing that my rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Terms and Conditions.

Note: The change to your rights, as set out in these Terms and Conditions, does not apply if my death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to be bound by these Terms and Conditions, I agree that the liability of the Program Providers for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by me (or a person from whom or

on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

Release and indemnity

In consideration of the Amy Gillett Foundation accepting my participation in the Program I, to the extent permitted by law:

- (a) release and discharge and will release and discharge the Program Providers from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program; and
- (b) release and indemnify the Program Providers against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by negligence or breach of contract by the Program Providers or in any other manner whatsoever; and
- (c) indemnify and will keep indemnified the Program Providers to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with my participation in the Program; and
 - ii. against the Program Providers in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the rules and/or directions of the Program Providers (or any authorised person), save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Program Providers.

In these Terms and Conditions, "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Program, but does not include a claim against the Program Providers:

- (a) by any person expressly entitled to make a claim under a Program Providers insurance policy; or
- (b) under any right expressly conferred by the Program Providers rules or regulations.

Use of Image

I acknowledge and consent to photographs, electronic images and videos being taken of me during my participation in the Program. I acknowledge and agree that such photographs, electronic images and videos are owned by the Amy Gillett Foundation and that the Program Providers, their sponsors or assigns may use the photographs for promotional and marketing purposes which may include but is not limited to use on the Program Providers websites, social media, newsletters brochures, magazines or other publications as determined appropriate from time to time without my further consent being necessary and without me or anyone on my behalf having any right to seek or obtain remuneration or compensation for such use either now or in the future. Further, I consent to the Program Providers using my name, image, likeness and also my performance in the Program, at any time, by any form of

media, to promote the Program or the Program Providers.

Evaluation of Program

I understand that the Program will be evaluated by Monash University. This evaluation will take the form of pre and post participation surveys looking to assess the Program's effectiveness in increasing cycling activity and attitudes towards cycling and cyclists among participants. I consent to being contacted post the conclusion of the Program (up to 6 months after the completion of the sessions) to participate in a short survey to gauge changes in cycling behaviour.

Privacy

I understand that the personal information I have provided in the Form is necessary for the conduct and management of the Program and that it is collected, used and disclosed in accordance with the Privacy Policy of the Amy Gillett Foundation (available from <http://www.amygillett.org.au/privacy-policy>). I acknowledge that the Amy Gillett Foundation may use and disclose my personal information for the purposes of conducting and administering the Program, providing me with services or promotional material, complying with legal obligations or otherwise in accordance with the Amy Gillett Foundation's Privacy Policy. The Amy Gillett Foundation may share my information (including name, date of birth, emergency contact details and suburb of residence) with third parties such as Wheel Women, any other third-parties engaged to deliver and organise the Program, sponsors (including for marketing and promotional purposes), Program timing companies, sanctioning organisations and first aid and medical services. However, my personal information is generally not disclosed outside of Australia. I understand that the Amy Gillett Foundation's Privacy Policy contains information about how I may access and request correction of my personal information held by the Amy Gillett Foundation or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by the Amy Gillett Foundation.

I acknowledge that my Program registration may be rejected if the information required by the Amy Gillett Foundation is not provided. If I do not wish to receive promotional material from the Amy Gillett Foundation or its sponsors or other third parties I must advise the Amy Gillett Foundation in writing or via the opt-out procedures provided in the relevant communication or Program registration portal.

Insurance

I understand that the Program Providers have arranged some limited insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Program. However, I acknowledge and accept that insurance taken out by the Program Providers may not provide full indemnity for loss, damage or injury that I may suffer during my participation in the Program, and that I may have to pay the excess if a claim is made on my behalf. I

agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account the Program Providers insurance arrangements and my own circumstances. I agree that, where I have my own insurance arrangements which provide me with some protection for loss, damage or injury suffered relating to the Program, I must claim under that insurance before I am eligible to claim under any insurance policy arranged and taken out by the Program Providers. For full policy information, please contact the Amy Gillett Foundation on 03 8506 0675.

Prevailing Conditions

I acknowledge and agree that:

- (a) my in the Program may be affected by weather and associated conditions; and
- (b) there is often an element of the "luck of the prevailing conditions" when undertaking the certain elements of the Program over which the Program Providers have no control.

I accept that in the event of extreme weather conditions the Program Providers reserves the right to alter the format of, shorten, or cancel the Program in the interest of participant safety. I acknowledge that the Program Providers will use all reasonable efforts to conduct the Program in the planned format if it is safe to do so. Should prevailing weather conditions force any change I accept that the Program Providers are not obliged to provide any refund to me, nor to provide a credit transfer to another program, or to restage the Program, as weather and associated conditions are beyond the control of the Program Providers.

Bar to Proceedings

The Program Providers may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings the Amy Gillett Foundation or Wheel Women, you

- (a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- (b) waive any right to object to the exercise of such jurisdiction;
- (c) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by the Amy Gillett Foundation or Wheel Women) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by the Amy Gillett Foundation or Wheel Women to remove the proceedings to the jurisdiction in which any incident occurs;
- (d) will pay the costs of any application made by the Amy Gillett Foundation or Wheel Women under paragraph (c) above and will consent to any application for security of costs made at any time by the Amy Gillett Foundation or Wheel Women; and
- (e) consent to paying the Amy Gillett Foundation's or Wheel Women's legal defence costs of the proceedings (on a solicitor client basis) where the

Amy Gillett Foundation or Wheel Women successfully defends the proceedings.

Warranty

I have carefully read these Terms and Conditions and agree to abide by the conditions contained within these Terms and Conditions. I agree to obey all of the rules, directions and decisions of all Wheel Women and Amy Gillett Foundation teachers, organisers and officials whilst participating in the Program.

I warrant that all information provided is true and correct. I acknowledge these Terms and Conditions and my declaration cannot be amended. If I do amend it my application to the Program will be null and void and cannot be accepted by the Program Providers.

Entire Agreement

These Terms and Conditions (and the documents to which it refers) constitutes the entire agreement between the parties (being, you and the Program Providers) in respect to the Program and supersedes all other agreements, understandings and representations and negotiations with you in relation to the Program.

To the extent that any clause of these Terms and Conditions is void or unenforceable it is severable and does not affect the remaining provisions of these Terms and Conditions.

Governing Law

The governing law of these Terms and Conditions is the law of Victoria and the Commonwealth. I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and the Commonwealth and waive any right to object to the exercise of such jurisdiction

Name:

Signature:

Date:
