

Ride Around The River 2020 Terms and Conditions of Entry

These Terms and Conditions of Entry ("Entry Terms") are designed to enable the Ride Around the River (the "Event") to run effectively. By registering to participate in the Event, you (the "Rider") accept and agree to be bound by these Entry Terms. **These Terms and Conditions of Entry MUST be read in conjunction with the "RATR COVID Safe Plan".**

- "The Organiser" is Macksville Amateur Cycle Club and where appropriate includes officers, employees, agents, sponsors, volunteers and contractors.
- Entries close at 7:30pm on Saturday 5th September 2020. Late entries will be accepted on Sunday 6th September at event registration with the payment of a late fee (\$10). All payments must be contactless. An entry is not considered complete until all required Rider information is supplied and full payment has been received.
- If the Rider wishes to withdraw from the Event they must do so in writing (email is acceptable) to Macksville Amateur Cycle Club before 2nd September.
- Late entrants may not receive merchandise until after the Event.
- Entries are not transferable.
- The Event is not a race and roads used will not be closed to traffic. Participation in the Event involves riding with other traffic and other cyclists in close proximity. The Rider acknowledges and accepts the hazards involved. The Rider must ride in a safe, responsible and courteous manner during the Event, and the Rider agrees to abide by the New South Wales road rules and to follow directions given by the Organiser and New South Wales Police.
- The Rider must be able to maintain a minimum overall average speed of 20km per hour.
- The use of any form of headphone listening device is not permitted during the Event.
- The Event will be held outdoors and will proceed in spite of poor weather. Only extreme weather may cause cancellation. The Rider accepts that conditions in which the Event is conducted may vary without warning.
- Private support vehicles are not permitted along the bike route or at rest stops.
- Only standard human powered or electric power-assisted bicycles, unicycles or tricycles are permitted on the Event. Scooters, combustion engines and power-assisted drives capable of generating over 250 watts are not permitted on the Event.
- Animals are not permitted on the Event unless the Rider is dependant on the animal, and the approval of the Event Director is given.
- The Rider is responsible for ensuring they are physically and mentally capable of completing the Event. Any Rider with a specific medical condition that may affect their own safety or the safety of others should advise the Organiser.
- It is the Rider's responsibility to have available, as they need, water, suitable food and/or medication which may be necessary to treat any particular medical condition from which they suffer.
- The Rider must ensure their bicycle is in sound mechanical condition prior to and on the Event.
- Event identification as provided must be worn by the Rider, with bike bibs fully visible from the front.
- The Organiser will use their best endeavours to take due care in handling bikes and personal property transported during the Event, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of the Organiser handling their bike or personal property.

- Children not pedalling but being carried by a parent or guardian do not need to enter or pay a fee, but will not receive a rider kit or merchandise. Riding in a trailer or child seat is permitted.
- Children under 12 at the time of the Event must not pilot their own bike on the Event. Riding on a tandem rear or tagalong is permitted.
- Persons under 16 at the time of the Event may pilot their own bike, but must be accompanied by an adult guardian at all times.
- Persons under 18 require the consent of their parent or guardian to participate in the Event. The parent or guardian shall provide their name and signature as evidence of consent and acceptance of the Entry Terms. The parent or 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.
- Communications will principally be made via email and 'facebook'. The Rider 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 Event website. On request the Organiser can mail printed communications.
- The Rider consents to receiving and agrees to read all information that is made available on the Event website, in email correspondence and all other literature concerning the Event.
- The Rider acknowledges that video footage and still images may be taken during the Event by official photographers and other participants, 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. The Rider consents to the use of such images for these purposes.
- The Organiser uses personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, communicating with Riders, and for providing Riders with promotional material. The Organiser may share your information with third parties as required, including, but not limited to disclosing your personal information to relevant event medical officials, charity partners, event photographer, mailing house and sponsors.
- The Organiser shall not be liable for variances in merchandise sizes actually provided. Sizing information is made available to the Rider prior to ordering.
- Except as otherwise stated in these Entry Terms, the Organiser is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.
- Conduct which, in the opinion of the Organiser, has, may or will result in a breach of these Entry Terms, harm or damage to any Rider or their property, illegal activity, bad language, or other antisocial behaviour, may result in the Rider's removal from the Event.
- 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.
- 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.
- The Organiser 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, if the Rider is denied access to or removed from the Event for any reason.

- The Organiser 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, 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) weather, safety, theft, disaster, accident, strike or direction by any government authority.

Acknowledgment and Waiver

- The Rider acknowledges and understands that cycling activities are dangerous recreational activities and that by participating in them they are exposed to certain risks including injury, death and damage to their property, including as a result of the negligence or breach of contract of the Organiser.
- In consideration of the Organiser permitting the Rider to enter and participate in the Event, the Rider hereby releases and indemnifies the Organiser 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 Event including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the Organiser.
- If the Rider is a parent or guardian of a person under 18 years ("Under Age Child") who is participating in the Event, that the Rider consents to the Under Age Child participating in the Event and agrees to take full and sole responsibility for the Under Age Child's safety and participation in the Event. The Rider further agrees and undertakes to the Organiser for and on behalf of the Under Age Child that the release and indemnity contained in the previous clause applies with full force and effect to the Under Age Child and that the Rider and any spouse or de-facto 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 in the previous clause being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.
- All riders entering a sanctioned Cycling NSW event acknowledge that they engage in that event at their own risk and that cycling and cycle racing can be considered a dangerous sport which can result in injury out of an act or omission of the rider, other riders, other vehicles, spectators and other obstacles and track and road conditions. While all reasonable care is taken by organizers and officials when organizing the event; all participating cyclists have an equal responsibility to ensure they take all reasonable care in adhering to the rules and other conditions imposed by Police and/or officials to ensure a safe race environment for all concerned."