

2014 MEMBERSHIP APPLICATION



Please submit your completed form and documents to your club for processing

OFFICE USE ONLY

Received

Processed

Please print clearly.

- New Member
 Transferring Member
 Renewing Member
 Recreation to Race Upgrade
 (form must be attached)

PERSONAL DETAILS

First Name		Surname	
Postal Address			
Suburb		State	Post Code
Home Phone		Mobile	
Email		Date of Birth	
Nationality			Gender M <input type="checkbox"/> F <input type="checkbox"/>
Emergency Contact Person		Phone	Relationship

MEMBERSHIP INFORMATION

- MTB/BMX/TRI Upgrade (Please attach copy of MTB/BMX/TRI Licence)
 6 Month Licence (Valid from 1 July – 30 Sept)
 Regional Licence
 3-Ride Permit Expiry: _____ (Valid for 3 Months from Purchase)
 3-Ride Permit Upgrade (Please attach original permit)
 Club Only (approved clubs only)

Club:	Membership Number:
-------	--------------------

Please circle one category from the options below.

RACE	Elite	Masters	U23 / J19 / J17	J15 / J13 / J11 / J9
RECREATION	Ride Adult (19 – 64)	Ride Senior (65+)	Ride Junior (13-18)	Ride Kidz (12 and under)
MEMBER	Officiating	Coaching	Other	
Are you a Para-cyclist? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes and you have been classified please supply (e.g. C3)				

DECLARATION

In signing this form I confirm I have read, understood and agree to abide by the conditions of membership including Cycling Australia's anti-doping policy, member protection policy and privacy policy.

Signature of applicant (or parent/guardian if under 18)	Date
Print Name of Parent/Guardian if under 18	Relationship

CLUB ENDORSEMENT

This form does not replace a membership card but is an interim proof of membership. It is only valid in original form for one calendar month from the date it is signed by an authorised club official below.

I acknowledge I have received the total membership fee applicable for the above application.

Name	Position
Signature	Date
Amount paid	Club receipt number

CLUB STAMP
HERE

MEMBERSHIP CONDITIONS

UPON SIGNING THE MEMBERSHIP APPLICATION FORM AND LICENCE CARD, THE APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE CONDITIONS.

IN CONSIDERATION OF MY APPLICATION FOR MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. In these terms:

- a. **"Cycling Australia"** means and includes Australian Cycling Federation Incorporated trading as Cycling Australia, its subsidiaries, its members (including, but not limited to, its affiliated State Constituent Associations as defined in the Cycling Australia constitution) and clubs affiliated with Constituent Associations, and their respective directors, officers, members, servants or agents.
- b. **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, BUT does NOT include:
 - i. a claim against Cycling Australia by any person expressly entitled to make a claim under a Cycling Australia insurance policy;
 - ii. a claim against Cycling Australia under any right expressly conferred by its constitution or regulations.
- c. **"Cycling Activities"** means performing or participating in any capacity, including as a Member, in any authorised or recognised Cycling Australia activities.

Licence

2. I hereby declare that I am aware of no reason why I should not be issued with the licence requested. I declare that I have not applied for a licence for the same year to the International Cycling Union ("UCI") or to any other National Federation. I assume exclusive liability for the application and for the use that I shall make of the licence.

Rules of membership and participation

3. I hereby undertake to abide by the Constitution and Regulations of the UCI, its Continental Confederations and its National Federations including Cycling Australia. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations of those bodies.

Doping

4. I accept that all members/licence holders are bound by the Cycling Australia Anti-Doping Policy. This policy applies to:

- a. Any person competing in any competition under the control of Cycling Australia or on any facilities of Cycling Australia.
- b. Any person who has competed in the last 12 months or who has used Cycling Australia facilities in the last 12 months.
- c. Any person who is a member of Cycling Australia, a State Cycling Association or any body affiliated to Cycling Australia.
- d. Any person taking part in or involved with any sporting activity conducted or authorised by Cycling Australia.
- e. Any person who administers, managers, coaches or assists in cycling.

All of the above are bound by the policy and must comply with it. Copies of the Policy are available from the office of Cycling Australia and on its website at www.cycling.org.au Furthermore:

- f. The above persons are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas.
 - g. Cycling Australia and its authorised officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance, which is found.
5. Should I participate in a cycling race where a drug test is conducted under the UCI Drug Test Regulations, I agree to submit to such drug tests. I agree that the results of the analysis may be made public and communicated in detail to my club, team or trade team or to my coach or doctor. I undertake to submit any protests concerning drug abuse to the Court of Arbitration for Sport ("**CAS**"), whose decision I shall accept as final. I agree that all urine samples taken shall become the property of the UCI, which may have them analysed, especially for purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or trade team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.
6. I accept the conditions regarding blood tests and accept to undergo blood tests.

Exclusion of implied terms

7. I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of Cycling Australia flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of Cycling Australia will, at the discretion of Cycling Australia, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

8. Where Cycling Activities are held in the following jurisdictions, I have read and accept the following warnings:

a. Warning applicable in relation to Cycling Activities held in **Victoria**:

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 on this form is required to ensure that the recreational services it supplies to you:

- i. are rendered with due care and skill; and
- ii. are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- iii. might reasonably be expected to achieve any result you 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 you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your 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 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

b. Warning applicable in relation to Cycling Activities held in **South Australia**:

YOUR RIGHTS: Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services including recreational services¹, there is:

- i. a statutory guarantee that those services will be rendered with due care and skill; and
- ii. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- iii. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

MEMBERSHIP CONDITIONS

EXCLUDING, RESTRICTING OR MODIFYING YOUR RIGHTS: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

IMPORTANT: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

AGREEMENT TO EXCLUDE, RESTRICT OR MODIFY YOUR RIGHTS: I agree that the liability of Cycling Australia for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded, restricted or modified as set out in this form.

DEFINITIONS IN THE ABOVE EXCLUSION:

- i. Recreational services are services that consist of participation in:
 1. a sporting activity or similar leisure-time pursuit; or
 2. any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- ii. Personal injury is bodily injury and includes mental and nervous shock and death.

FURTHER INFORMATION: Further information about your rights can be found at www.ocba.sa.gov.au

Disclosure

9. I declare that I am medically and physically fit and able to participate in Cycling Activities. 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.
10. I acknowledge that Cycling Australia relies on information provided by me and that all such information is accurate and complete.
11. I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to Cycling Australia before I leave any relevant venue.

Assumption of risk

12. I acknowledge that Cycling Activities are inherently dangerous. I recognise that there are risks specifically associated with Cycling Activities which include, but are not limited to, collisions and contact with other participants and road users, riding on roads which are or may be closed or partially closed to traffic, the remoteness of the areas in which a ride takes place, sudden and unexpected changes in weather, physical exertion and difficulties in evacuation if I become disabled. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged.

Safety

13. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Cycling Activity, and I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
14. I agree to follow any rules set by the Cycling Australia in connection with any Cycling Activities. In particular, I have been advised to wear an approved helmet at all times during Cycling Activities. If I fail to comply with Cycling Australia's rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.

Release and indemnity

15. In consideration of Cycling Australia accepting my membership application I, to the extent permitted by law:
 - a. release and will release Cycling Australia from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Cycling Activities; and
 - b. indemnify and will keep indemnified Cycling Australia 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 membership or my participation in Cycling Activities .
 - ii. against Cycling Australia in respect of any injury, loss or damage arising out of or in connection with my failure to comply with Cycling Australia's rules and/or directions.

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 negligent act or omission of Cycling Australia.

16. I agree and acknowledge that, to the extent permitted by law, Cycling Australia shall not be liable for any injury, loss or damage I suffer or by any other person arising from or in connection with my participation in Cycling Activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of Cycling Australia or otherwise, or by Cycling Australia's servants or agents.
17. If I suffer any injury or illness, I agree that Cycling Australia may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment

Insurance

18. I understand that Cycling Australia has 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 Cycling Activities. However, I acknowledge and accept that insurance taken out by Cycling Australia may not provide full indemnity for loss, damage or injury that I may suffer during my participation in the Cycling Activities, 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 Cycling Australia's insurance arrangements and my own circumstances.

Use of image

19. I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Cycling Activities. I acknowledge and agree that such photographs and electronic images are owned by Cycling Australia and Cycling Australia may use the photographs for promotional or other purposes without my further consent being necessary.

Privacy

20. I understand that the personal information I have provided in my membership application is necessary for the objects of Cycling Australia. I acknowledge that Cycling Australia may use my personal information for the purposes of providing me with member services or promotional material or otherwise in accordance the Cycling Australia Privacy Policy available at www.cycling.org.au.

Declaration

I have read, understood, acknowledged and agree to the above including the exclusion of implied terms, warning, assumption of risk, release and indemnity:

Signed:

Name:

Date:

***Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I,[insert name] of[insert address] am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Cycling Activities. In consideration of the applicant's membership in Cycling Australia being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the Cycling Australia constitution and any regulations and policies made under it.