

Ride Liability Waiver



- 1) I declare that I am medically and physically fit and able to participate in cycling activities.
- 2) I acknowledge that NWSCC relies on information provided by me and that all such information is accurate and complete.
- 3) 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:

4) 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:

5) 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 will not participate in any activity that involves riding as a participant or official, whilst under the influence of alcohol or any mind-altering substance. I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

6) I agree to follow any rules set by the NWSCC and the general law in connection with any Cycling activities. In particular, I have been advised to wear an approved helmet at all times during Cycling activities, and follow all road rules whilst participating in NWSCC activities. If I fail to comply with NWSCC rules and/or directions, I will not be permitted to participate or to continue to participate.

Release and indemnity:

7) In consideration of NWSCC accepting my membership application I: a) release and will release NWSCC, the NWSCC Committee, all NWSCC members and all NWSCC sponsors 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 NWSCC, the NWSCC Committee, all NWSCC members and all NWSCC sponsors 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 NWSCC 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.

8) I agree and acknowledge that, to the extent permitted by law, NWSCC, the NWSCC Committee, all NWSCC members and all NWSCC sponsors 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.

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Insurance:

9) I understand that Cycling Australia has arranged some limited insurance coverage which may provide me, as an NWSCC club member, 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.