

## **CONDITIONS OF ENTRY**

\*"The Provider" is BIKENOW P/L trading as Bike Now Europe, which includes their contractors, supporting organisations, sponsors and/or each of their representatives.

### **1. Assumption of Risk**

Section 74 of the Trades Practices Act ("the Act") implies a duty of care and skill for the supply of services to consumers, as defined in the Act.

#### **1a. Disclosure health condition or medical conditions:**

'The participant' will disclose any medical condition or other conditions that may represent risk to me or any other person. I acknowledge that Bike Now Europe relies on this information and I state that all such information is accurate and complete. I understand that although I have disclosed any condition I may have, I accept the responsibility is entirely my responsibility to manage.

#### **1b. Health and ability:**

I am aware of the hazards involved with cycling and that the course could be physically challenging but consider that I have sufficient health, competence, experience and ability to participate safely in this activity.

#### **1c. Public roads, road laws and local rules:**

I understand that the tour is carried out on uncontrolled public roads used by other vehicles and I will comply with all road rules at all times and I agree to indemnify \*The Provider against all claims made by me or any other person against \*The Provider in respect of any injury, loss or damage arising from the participant's failure to comply with \*The Providers instructions and or local rules/laws.

#### **1d. Hazards:**

I accept that participating in the Tour may be a dangerous activity and involves inherent risks, hazards and dangers that cannot be foreseen and may be beyond the control of \*The Provider.

#### **1e. Reporting of incidents:**

I accept that any incident, injuries, loss or damage must be reported to \*The Provider before the participant leaves \*The Provider's property.

#### **1f. Drugs & Alcohol:**

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance during the activity, and the participant accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind-altering substance.

### **2 Waiver and acknowledgement**

2a. I agree that I am solely responsible for my own actions and safety.

\*The Provider, contractors and supporting organisations accepts no responsibility for injury, death, damage and/or loss that any participant might sustain or incur during the Ride/s whatsoever.

2b. I and, where relevant, your child hereby release, indemnify and exempt BIKENOW P/L trading as Bike Now Europe, their contractors and supporting organisations and/or each of their representatives from all liability in connection with your participation in this event.

### **3. Cancellations & Late fees**

Notification of cancellation must be made in writing to 240 Kings Way, Sth Melbourne, 3205, Victoria, Australia.

Cancellation in writing 12 weeks or more before start of the tour - no cancellation fee

Cancellation in writing 10 weeks - 6 weeks before tour start- 15% of tour fee payable

Cancellation in writing less than 6 weeks prior to tour start- 80% of tour fee payable

Cancellation in writing less than 4 weeks prior to the tour start - no refund

## **CONDITIONS OF ENTRY (cont...)**

### **4. Event & Route Variation**

Bike Now Europe reserves the right to vary the venue, route or other services on the ride without notice. All or any part of the route may be closed at anytime by \*The Provider Bike Now Europe for any reason.

### **5. Refusal of entry**

Bike Now Europe reserves the right to refuse admission to the ride to any person regardless of whether they hold a valid entry.

### **6. Care of your Bike and Equipment**

During transport \*The Provider will take due care in handling your bike. Bike Now Europe will not accept responsibility for any loss or damage to your bicycle. We recommend you box or package your bike for protection during transport - contact us if you require a bike bag or bike packing service.

### **7 Information**

7a. Changes and Rider Involvement, Bike Now Europe will update event information on the website or email prior to the event. It is the entrant's responsibility to visit the website and read/ print all information relevant to themselves.

7b. Bike Now Europe will advise any changes and relevant information during the event in the daily verbal rider briefing. It is your responsibility to act on any changes during the Tour that may concern or affect you.

### **8 Photography**

8a. Participants understand and agree that they may be photographed or filmed on the Ride.

8b. \*The Provider may use this footage for future promotional needs.

8c. By coming on the Tour and signing the conditions of entry, participants agree to the creation and use of such footage for future promotion and publicity.

### **9. Protecting Your Privacy**

Bike Now Europe collects, uses, discloses and otherwise handles your personal information only to facilitate your travel. We never disclose, sell or otherwise make available client personal details.

[www.dfat.gov.au/travel/defer\\_all.html](http://www.dfat.gov.au/travel/defer_all.html)

[www.dfat.gov.au/travel/defer\\_all\\_nonessential.html](http://www.dfat.gov.au/travel/defer_all_nonessential.html)