

SANTINI / CONNECT SPORT JAPAN – 2020 TOUR DOWN UNDER GROUP RIDES
RIDER RELEASE AND INDEMNITY

1. As a condition of participating in the Santini / Connect Sport Japan – 2020 Tour Down Under Group Rides (“the Event”), I hereby agree that:

(a) The Organisers and promoters will not be in any way responsible for and are released and discharged from any claim or action (including, but not limited to, a claim or action based on negligence) which I or my legal personal representative might otherwise have against the Organisers and promoters in relation to death, injury, damage or loss of any kind including loss of or damage to property suffered by me in connection with the Event or my participation in the

Event; and

(b) I will indemnify and will keep indemnified the Organisers and promoters from and against all claims, liabilities, damages, loss, costs (including legal costs on a solicitor client basis) and expenses suffered or incurred by the Organisers and promoters or any of them whatsoever including for loss or damage to property or injury or death suffered by any person, arising out of or in any way

relating to my acts or omissions as a participant in the Event.

2. As a further condition of participating in the Event, I warrant that I will:

(a) comply with all reasonable instructions and directions in relation to the conduct of the Event given to me by the Organisers and promoters or any person authorised to give such instructions and directions;

(b) ensure that any bicycle used by me and any related equipment is properly maintained;

(c) ride in a safe and responsible manner;

(d) obey all relevant Australian road rules and comply with any other relevant laws;

and

(e) for the duration of the Event, have insurance cover for all risks associated with my participation in the Event (including public liability, loss of life, permanent or temporary disability, any other injury or loss or damage to property) either pursuant to a policy taken out personally or through Cycling Australia.

3. I agree that if I do not comply with any of the provisions in this document then the Organisers and promoters may immediately terminate my participation in the Event and I must then cease all involvement with the Event. I agree to indemnify and keep indemnified the Organisers and promoters against any claims, actions, loss, costs, liabilities or damage arising out of any failure by me to comply with the provisions of this document.

4. I am aware that the Event involves cycling on public roads and I acknowledge and agree that cycling on public roads is a potentially dangerous activity which carries with it a risk of injury or death. I also acknowledge and agree that cycling is a physically demanding activity which requires a high level of fitness and I warrant that my fitness level is such that I am capable of participating in the Event.

5. I understand that at the Event I may be photographed and/or filmed. I agree to allow my name, photo, video, image, any statement made by me or film likeness (Personal Material) to be used for any purpose by the Organisers and promoters.

6. In this document, the term “the Organisers and Promoters” includes:

(a) Connect Sport Australia Pty Ltd (Organiser) and its directors, officers, employees, agents and consultants;

(b) Bikesportz Pty Ltd and Santini Australia (Poconi Racing Frames Pty Ltd) (Promoters) and its directors, officers, employees, agents and consultants

- (c) any person or body promoting, organising or managing the Event; and
- (d) any person providing assistance in relation to the promotion, organisation or management of the Event.