



WARNING: THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS

A contract in the terms set out below, between Elite Energy Pty. Ltd. and the intending competitor shall be deemed to have commenced on the acceptance in writing via email by Elite Energy Pty. Ltd. of the intending competitor's application to compete. In consideration of and as a condition of acceptance of my entry in the:

MTB 101 MTB 50 MTB 25 Dash for Cash

Any other Event or Activity conducted by Elite Energy Pty Ltd during the same weekend of activities

- 1.I agree to this release of claims, waiver of liability and assumption of risk. I am aware that mountain biking is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.
- 2.I accept all of the inherent and obvious risks and that mountain biking is a dangerous recreational activity and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge that the enjoyment and excitement of mountain biking is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my participation.
- 3.I hereby release and forever discharge from all liability and agree not to sue Elite Energy Pty Ltd and its officers, employees, volunteers, agents, contractors, public bodies, land holders and sponsors from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in the event.
- 4.I hereby indemnify and hold harmless Elite Energy Pty Ltd, its officers, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in the event
- 5.I further agree:
 - a)That if I suffer injury Elite Energy Pty Ltd can at my cost arrange medical treatment and emergency evacuation services as Elite Energy Pty Ltd deem essential for my safety.
 - b)That the details of my injuries and of my treatment can be released to an authorized officer from Elite Energy Pty Ltd upon request.
 - c)That I am responsible for my own medical and ambulance insurance except to the extent provided by Elite Energy Pty Ltd.
 - d)That I will submit a urine or blood sample for analysis if required.
 - e)That I acknowledge that the consumption of alcohol is prohibited before or during any practice or competition for the event.
 - f) I will advise the event organisers if I have a specific medical condition that may affect my safety or the safety of others.
 - g)That I will adhere to the Code of Conduct published by MTBA from time to time.
- 6.I have read, understood and accept that all information contained above and acknowledge and agree that such information together with additional rules, regulations or instructions I may receive from the Elite Energy Pty. Ltd. once my entry is accepted, shall constitute the entry conditions and rules applying to the Event.
- 7.I hereby attest and verify that the information I have provided in my online entry registration is true and correct and I understand that any false information which may be deliberately provided by me may lead to my withdrawal from the event and render me ineligible to compete in any future Elite Energy events.
- 8.I hereby attest and verify that I am physically fit and have sufficiently trained for the events I have nominated / entered and that my physical condition has been verified by a registered medical practitioner in order to compete in this race. I further attest and verify that I do not have a physical or intellectual impairment that may make my participation unsafe for me or others.
- 9.I, for myself, my heirs, my executors and administrators hereby waive and release all and any claim, right or cause for action which I or they might otherwise have for, or arising out of loss of life or injury, loss or damage or any description whatsoever which I may suffer or sustain in the course of, or consequent upon, my entry or participation in the said event.
- 10.I hereby acknowledge that I have sole responsibility for my personal possessions and equipment during the race and its related activities and functions.
- 11.I hereby consent to receive such medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the race.
- 12.I agree to comply with all the rules and directions of race officials and their servants and/or agents.
- 13.I hereby allow the free use of my name and picture in broadcasts, telecasts and press of the race as they pertain to the race, pre and post event.
- 14.I hereby agree that in the event of a race cancellation due to storm, rain, inclement weather, winds or other "Act of God" conditions, my entry fee shall be non-refundable.
- 15.I agree that a maximum of 75% of the race entry fee will be refunded and I will receive no race products if I withdraw from the race or the race is cancelled on or before 1 month prior to the scheduled race date. I agree that no entry fees will be refunded if I withdraw from the race or the race is cancelled after 1 month prior to the scheduled date and that I am liable for delivery charges if I wish to receive race products.
- 16.I hereby acknowledge this waiver, release and discharge shall be and operate separately in favor of all persons, contractors, corporations, associations and bodies involved or otherwise engaged in promoting or staging the event and their servants, agent, representatives and officers and includes, but is not limited to, the various committees, members and /or staff of sponsors or event volunteers, Elite Energy Pty. Ltd., MTBA, Nowra Motor Cycle Club and the Shoalhaven City Council and shall operate whether or not the loss injury or damage is attributed to the act or neglect of any one or more of them.
- 17.I undertake to notify Elite Energy Pty. Ltd. organisers of any change in my medical status or condition, as verified in 10. above, likely to affect my fitness to compete in the MTB 101/MTB50/MTB25/Dash For Cash 8 should this occur following completion of my online registration and prior to race day, for consideration by the race Medical Director.
- 18.I will be 18/16/14 years old or over by the 20th March 2010
- 19.For participants 18 years or over:
 - a)I confirm that I am an age of legal consent (that is 18 years or older in Australia) and that I have read and understood this Assumption of Risk and Waiver of Liability Agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.
 - b)I parent/guardian of the above participant consent to my son/daughter participating in the event organised or sanctioned by MTBA and confirm that I have read and understood this agreement prior to signing it and that agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

Name:

Signature:

Date: