

Terms and Conditions of Entry

The Bobbin Head Cycle Classic (BHCC) is a joint project of the Rotary Club of Ku-Ring-Gai Inc., Rotary Club of St Ives Inc., The Rotary Club of Turramurra Inc. and The Rotary Club of Wahroonga Inc.

In these Terms and Conditions of Entry:

- The **Event** is the BHCC;
- The **Event Owners** are The Rotary Club of Ku-Ring-Gai Inc., The Rotary Club of St Ives Inc., The Rotary Club of Turramurra Inc. and The Rotary Club of Wahroonga Inc.;
- The **Event Volunteers** are Rotarians and other persons engaged by the Event Owners to assist with the organisation and operation of the Event, including marshals, officials, drink stop attendants and BBQ workers; and
- You are the **Participant** or **Ride Participant**.

These Terms and Conditions are designed to enable the Event to operate safely, effectively and in accordance with the law. **By registering to participate in the Event, you accept and agree to be bound by these Terms and Conditions of Entry in respect of yourself and any other persons, including any minors or children who you register. You further warrant that you have authority to agree to these Terms and Conditions of Entry on behalf of all such persons whose registration you arrange.**

Please take the time to review these Terms and Conditions and understand your rights and obligations.

Safety and Risks Involved in Riding

You understand that cycling on open roads is an inherently dangerous and potentially hazardous activity, which involves the real and foreseeable risk of serious injury or death from matters including, but not limited to, accidents with other road users (whether cyclists or motorists), road and weather conditions, equipment failure and the effects of strenuous exertion and activity.

Specific risks for this Event include:

- Steep descents, including Bobbin Head (all rides), Tooronga Road at Terrey Hills (57km, 80km and 104km rides), McCarr's Creek Road (80km and 104km rides), West Head (104km ride) and Akuna Bay (80km and 104km rides);
- You will be riding on open roads, where there will be both passing and oncoming motor vehicles and non-event cyclists; and
- You may be riding at times in a large bunch of cyclists, where there is an increased risk of sudden stopping or collisions between cyclists.

You agree to abide by the road rules of NSW, obey any directions of NSW Police, Event Volunteers and ride with care and consideration of other users and Event Participants on the road. You also understand that the roads are designed for the traffic of motor vehicles and you will obey the instructions of Event Volunteers.

You warrant that you are physically fit and that your bike is mechanically and legally suitable for public road riding prior to undertaking the Event. Only two-wheeled bicycles can be used in the Event.

During the Event you, and any children or minors accompanying you, will wear, at all times:

- A cycling helmet, with straps fastened at all times, that complies with the relevant Australian Standard and is in good repair;
- A highly visible jersey (preferably yellow); and
- Closed-toe shoes appropriate for cycling.

You must supply these items and ensure that they are compliant with the relevant Australian Standards and in good repair. You are responsible for ensuring that any children or minors accompanying you comply with these obligations. We also recommend that you wear riding gloves and eye protection.

While riding in the Event, you must not wear earphones or headphones. This is a Police condition of the Event, so that emergency and other vehicles, and other riders may be heard.

If you are a Ride Participant in the 104km ride which is scheduled to start before sunrise, you will display while riding before sunrise or in the dark all of the following:

- a steady or flashing white light on the front of the bike that is visible for at least 200 metres;
- a steady or flashing red light on the rear of the bike that is visible for at least 200 metres; and
- a red reflector on the rear of the bike that is visible for at least 50 metres when illuminated by a vehicle's headlight on low beam.

Waiver, Release and Discharge

You release and discharge from any and all liability each Event Owner and their contractors, partners, employees, agents and all Event Volunteers including but not limited to:

- all claims for death, injury, illness or property damage in relation to the Event;
- liability arising from actual or alleged negligence, fault, act(s) or omission(s) of the Event Owner, their contractors, employees, agents and Event Volunteers in relation to the Event; and
- any loss or damage that is suffered, caused or arises as a consequence of your participation in the Event or participation by persons who you registered to enter the Event..

You agree that participation by you, or any minor or child under your care, is at your own risk. The Event Owners' Public Liability Insurance Policy does not provide cover for Participants or Ride Participants.

Indemnity and Hold Harmless

You hold harmless and will not sue the Event Owners or their contractors, partners, employees, agents or Event Volunteers for:

- all claims for death, injury, illness or property damage in relation to the Event;
- liability arising from actual or alleged negligence, fault, act(s) or omission(s) of the Event Owner, their contractors, employees, agents and Event Volunteers in relation to the Event; and

- any loss or damage that is suffered, caused or arises as a consequence of your participation in the Event or participation by persons who you registered to enter the Event.

Distance

You may elect to take part in the 104km, 80km, 57km or 27km rides. The ride lengths may not be exactly these distances.

Age Limitations

The minimum age to participate in the 104km or 80km rides is 15 years or older at the Event Date, and 12 years or older at the Event Date for the 57km or 27km rides.

Photography of Participants, including Minors

By agreeing to these Terms and Conditions of Entry and participating in the Event, you consent to the taking of images or video footage of you and/ or your child during or at the Event by Bobbin Head Cycle Classic or its authorised agents and authorise the use of such images or video footage of you and/or your child by the Event Owner, its authorised agents and its sponsors in all forms of media without any further approval or compensation. However, the Event Owner will not disclose any identifying information without your express consent.

Time Limitations or Event Suspension

By participating in the Event, you acknowledge that an Event Volunteer may, at any time during the conduct of the Event, in his or her absolute discretion, direct your withdrawal from the Event. If an Event Volunteer directs your withdrawal from the Event, you undertake to comply with this direction immediately, including by voluntarily returning to the finish area. You agree to indemnify the Event Owner against any loss or damage resulting from your failure to comply with this condition.

Personal Responsibility

You are responsible for all personal property and chattels you bring onto the ride course, area and sites and understand that the Event Owner does not accept any responsibility whatsoever for any loss, damage or harm caused to your personal property and chattels whether caused by negligence or otherwise.

The Event Owner strongly recommends that you obtain personal accident insurance before taking part in the Event. The Event Owner also recommends that your bicycle is checked and serviced by a bicycle mechanic prior to using it in the Event.

If, during the Event, you become ill or are injured, the Event Owner will endeavour to arrange medical transport, usually in an ambulance, but will not take responsibility for such transport being available nor the care provided. Any medical transport costs must be met by you. The Event Owner recommends that you hold current ambulance service membership.

You are responsible for ensuring that you have adequately and appropriately prepared both physically and mentally for the Event, and have the appropriate equipment and clothing to do so. If you have any current or past health issues or doubts prior to the Event, the Event Owner recommends that you seek appropriate medical advice before participating in the Event.

Cancellation & Weather

Except as otherwise stated in these Terms and Conditions of Entry and as required by law, the Event Owner is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Participant. The Event Owner may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration from participation in the Event.

The Event will be held outdoors and will proceed notwithstanding extreme weather conditions on the day of the Event, except where it is deemed necessary to cancel the Event for circumstances that may arise which are beyond the control of the Event Owner. The Event Owner is not liable to the Participant for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of extreme weather before, during or after the completion of the Event.

If the Event Owner decides to exercise its discretion and cancel the event, the Event Owner will endeavour to publish on the Event's website (www.bobbinheadcycleclassic.org.au) as soon as practicable after the Event has been cancelled.

No Refunds

If the Event is cancelled for any reason other than as advertised on our website pertaining to Covid-19, or if you withdraw from the Event for any reason after you complete your registration, you will not receive a refund of the registration fees.

Privacy

The Event Owner collects your personal information so that you can enter the Event. You can gain access to, or seek correction of, your personal information on request to the Event Owner (registration@bobbinheadcycleclassic.org.au).

We may use or disclose your personal information for any purposes relating to the administration or facilitation of the Event. For example, we may disclose your name on our website in relation to the Event.

If you do not provide your personal information, we will be unable to enter you in the Event.

Where registering on behalf of other members under the family category, you acknowledge that you have made them aware of these Terms and Conditions of Entry, and that your acceptance of these Terms and Conditions is provided for yourself and on behalf of all other Participants that you have registered.

Unless you otherwise direct, we may also use your personal information in connection with the promotion of another cycling event organised by us.

If you require any further information, please contact:

Bobbin Head Cycle Classic

c/- Rotary Club of Turramurra

PO Box 77
Turramurra NSW 2074

Email: info@bobbinheadcycleclassic.org.au