Tour de Rocks – Waiver, Rules and Conditions

1. I am aware that the Event involves cycling and driving on public roads around Armidale NSW and camping overnight for two nights in remote locations. I acknowledge that the cycling and driving on public sealed and unsealed roads and camping for this Event are dangerous recreational activities which carry the obvious risks of injury, death and loss of property to me and (as applicable) the abovenamed child. I further acknowledge that I have been duly warned by the Organisers of the obvious and latent risks to me and (as applicable) the child of participating in the Event.

2. I acknowledge that the Event is likely to be physically demanding and requires a high level of fitness and concentration. I warrant that I am capable and (as applicable) the abovenamed child is capable, of participating in the Event successfully.

3. In deciding to participate in the Event, I have not relied on any representations made by or on behalf of the Event Organisers. I know that the Event is held to raise funds for the cure of cancer.

4. I warrant that in participating in the Event:
    a. I will attend **all** Safety and Event Briefing Sessions that are held during the Event; and
    b. I will and (as applicable) the abovenamed child will obey all relevant Australian Road Rules. This includes, but not limited to, staying on the Left Hand Side of all roads, riding no more than two (2) abreast – where safe to do so, riding in single file as advised, or where road width dictates; and
    c. I will follow all instructions and directions that are included in the Traffic and Ride Management Safety Plans; and
    d. I will comply with all reasonable instructions and directions given by the Event Organisers, and Volunteers, for the safe conduct of the Event and (as applicable) ensure that the abovenamed child also complies; and
    e. I will ensure that the bicycle and other vehicles and equipment used by me and (as applicable) the abovenamed child, for the Event are in proper repair and working order; and
    f. If I am riding an E Bike, that it complies with all NSW and national rules for public road use; and
    g. I will ride and (as applicable) ensure that the abovenamed child rides, and otherwise participate in the Event in a safe and responsible manner.

5. With regards to COVID-19, I and (as applicable) the abovenamed child:-
    a. Have not tested positive for COVID-19, or been deemed a close contact, within the last 7 days; and
    b. Are not awaiting the results of a COVID-19 test; and
    c. Are not feeling unwell and suffering from cold or flu-like symptoms; and
    d. Will abide by all NSW Health Regulations and Guidelines;
    e. If at any stage during the event, I develop symptoms, I will undertake a Rapid Antigen Test (RAT). In the event of a positive result, I will isolate, notify the event organisers and remove myself from the event.

6. Unless I reasonably and specifically request otherwise, I hereby consent to the Organisers arranging emergency medical treatment from a qualified health professional for any injury or sickness I and (as applicable) the abovenamed child may suffer during the Event and for such emergency medical treatment to be administered to me and (as applicable) the abovenamed child for any injuries or sickness suffered during the Event.

7. Given the nature of the Event and as a willing Participant in the Event, and in so far as permitted by law including the Civil Liability Act 2002 (NSW), I hereby agree to waive and abandon any and all claims and actions, I, or (as applicable) the abovenamed child, may have whether in law, equity, by statute or otherwise against the Organisers of the Event for any and all personal injury, death, damage or loss of any kind suffered by me or, (as applicable), suffered by the abovenamed child, in connection with the Event, including training rides. I further hold harmless and indemnify and keep indemnified the Organisers of the Event from and against any, and all, claims, losses, suits, damages, demands, costs and expenses incurred by me and (as applicable) the abovenamed child, by reason of participating in the Event.

8. All attendees at the Event, and any other associated function, consent to being photographed, filmed and sound recorded. Photographs, images, video and sound recording may be used, by the Organisers, for marketing or promotional purposes. You may withdraw your consent by contacting the Organisers in writing.

9. I acknowledge that for the purposes of the warranties, waivers and indemnities contained herein, “Organisers” means the company Tour de Rocks Limited and its directors and officers, the Tour de Rocks organising committees, volunteers, officers, agents and contractors, and any other person or organisation duly authorised by Tour de Rocks Limited to provide assistance in relation to the promotion, organisation and management of the Event.