

Terms and Conditions of Entry

PARTICIPANTS AGREEMENT WARNING: This is a legal document that affects your rights.

Please Note

The below Terms and Conditions of Entry apply to all riders participating in the 2022 Backroads Event. An entry to the Event will not be accepted until the participant registering has agreed to the below Terms and Conditions of Entry by electronically accepting it when registering.

Terms and Conditions of Entry

1. I acknowledge that the Organiser relies on information provided by me, and that all such information is accurate and complete.
2. I acknowledge that this event involves the real risk of serious injury or even death from various causes including exertion, dehydration and accidents with other competitors, vehicles or other road users, general public, course or weather conditions or other causes.
3. I understand that I should not compete in events unless I have trained and my physical condition has been verified by a medical practitioner. I undertake to voluntarily withdraw from the event if I am not medically or physically fit on Event Day.
4. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during the Event, and I accept full responsibility for injury, loss or damage associated with my consumption of alcohol or any other mind-altering substance.
5. By competing, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims, demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in the event. This release shall extend to and include The Event Team (WA) Pty Ltd, The Shire of Chapman Valley and/or any other sponsors and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part is conducted, any statutory body or local authority having control over any

- land upon which the event or any part of it is conducted or which is involved indirectly with the event in any matter whatsoever and promoters, sponsors and event organisers. This release and indemnity continue forever and binds my heirs, executors, personal representative and assigns.
6. I consent to receiving any medical treatment, including ambulance transportation, which the event organisers think desirable during or after the event.
 7. I consent to event organisers using my name, image and likeness before, during and after the event for event promotional broadcasting or reporting purposes in the media.
 8. I consent to the official event photographer taking my photo during the event and for the event organisers to provide my name, contact details, address, result times, and race number to them if required.
 9. I understand that compulsory insurance cover effected for participants in this event may not cover me for all injury, loss or damage sustained by me.
 10. Safety precautions undertaken by organisers (such as course supervision or race safety briefings) are a service to me and other competitors but are not a guarantee of safety.
 11. I am fully responsible for the security of my personal possessions at the event.
 12. If I am unable to compete, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is non-refundable.
 13. Participants that have not purchased the Change of Heart option and can no longer take part in the event will have the option to transfer their registration to someone else. The new participant will need to pay a transfer fee during registration. Entry fee costs will not be refunded to the original participant. This option is only available till 11:59pm Sunday, 14th of August.
 14. Participants who have purchased the Change of Heart policy and who wish to withdraw from the event must do so in writing no later than one hour prior to the advertised start time. Change of Heart policy must be purchased at the time of registration and cannot be added afterwards. Withdrawal notices must be emailed to backroads@theeventteam.com.au.
 15. I have listed with my entry any medical or physical conditions during registration from which I suffer that might affect my performance or be relevant if medical treatment is needed.
 16. I agree to abide by all race rules and directions issued by The Event Team (WA) Pty Ltd and other event organisers' staff or volunteers.

17. Event organisers may change the event format, course or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.
18. If the event is cancelled due to flood, cyclone, torrential rains, COVID-19, global pandemics or other Acts of God conditions, I understand that my entry fee will not be refunded.
19. I hereby declare that if, as at Saturday 20th August 2022, I have experienced any of the below in the preceding 7 days I will contact the event organisers to discuss my involvement in the event:
 - a. Have/had a fever
 - b. Have/had a symptom, even a minor symptom, of respiratory illness, such as a cough, shortness of breath, sore throat, runny nose or nasal congestion
 - c. Waiting for the result of a COVID-19 test
 - d. Tested positive for COVID-19.

If I am experiencing any of the above medical signs of possible Covid-19 infection on the race day, I will voluntarily withdraw from and not attend the Event.

I further acknowledge that event organisers may respond to any above disclosure by me in any way they reasonably deem fit, including barring me from competing in or attending the Event.

20. I understand that The Event Team may retain my personal details for marketing purposes and may provide this information to sponsors of this event.

I certify that I am 18 years of age or older and have read this document and fully understand it.

In the event that I am under 18 years of age, my parent/guardian has read this document and fully understands it.

Medical conditions and medications must be mentioned in the entry form under Medical Information.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND THAT IT HAS BEEN EXPLAINED TO ME, AS REQUIRED. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE OR OTHER ACKNOWLEDGEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.