<u>Terms and Conditions of Registration for</u> <u>Cycling New Zealand Ride Leader workshops ("the workshop")</u>

I acknowledge that I am accepted as a participant in the Workshop on the basis that I have read and accepted all of the below terms and conditions:

1. Acknowledgement of Risk and Medical Concerns:

1.1 I hereby acknowledge and assume all of the risks of participating in this workshop ("the Workshop"). Whilst every endeavour will be made to ensure my safety, I acknowledge that participating in the Workshop involves a real risk to me and other participants of serious injury or even death from various causes including exertion, equipment failure, dehydration, collisions or incidents involving other participants, other road and shared path users and/or vehicles, aspects of the course or bad weather conditions and other causes. I understand that the Workshop will be held over public roads and in and on facilities open to the public during the Workshop and upon which hazards are to be expected.

1.2 I understand I should not enter or participate in the Workshop unless I have any current health concerns checked by a medical practitioner.

1.3 By participating in the Workshop 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 organisations associated directly or indirectly with the conduct of the Workshop, including sponsors or other stakeholders, from all claims, demands and proceedings arising out of my participation, and I hereby indemnify them against all liability (including liability for their own negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in this workshop. This release shall include Cycling New Zealand ("Workshop Organiser"), all facilitators and their respective managers, officers, agents, contractors, employees and volunteers including medical and paramedical people appointed for the Workshop, the owners, licensees and occupiers of land upon which this workshop or any part of the Workshop is conducted, any statutory body or local authority having control over any land upon which is involved directly or indirectly with the Workshop in any manner whatsoever and the Workshop Organiser. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assignees.

1.4 I consent to receiving any medical treatment the Workshop Organiser and/or Medical Provider deems necessary at the Workshop Organiser's discretion before, during and/or after the Workshop.

1.5 I agree to be responsible and assume liability for any and all costs incurred as a result of my training for and/or participation in the Workshop, including but not limited to travel and accommodation costs, ambulance transport services, hospital stays, medical care and treatment including any rehabilitation, and medical and pharmaceutical goods and services.

1.6 I acknowledge that safety precautions undertaken by the Workshop Organiser are a service to me and other participants but are not a guarantee of my safety.

1.7 I acknowledge that I will inform the Workshop Organiser on my registration form or prior to the Workshop in writing of any illness or condition including any pre-existing condition from which I suffer or might suffer that might affect my performance or be relevant if medical treatment is needed. The Workshop Organiser may, in the Workshop Organiser's sole discretion, exclude me from the Workshop if the Workshop Organiser deems this appropriate for my safety or the safety of other participants.

2. Consent to Use of Personal Information including Use of Image:

2.1 I agree to my name and contact details being included on the Workshop's database which may be used for commercial purposes by the Workshop Organiser or any of its sponsors or other stakeholders. This may include informing me or contacting me about workshops, products, brands, special offers, publications and other promotions in which the Workshop Organiser or any of its sponsors think I might be interested in (including via email or other electronic communication). The Workshop Organiser will keep my personal information secure and hold it in a database in accordance with the Privacy Act 1993 and any amendments.

2.2 I consent to the Workshop Organiser and it's sponsors or other stakeholders using my image, name and likeness before, after and/or during the Workshop for workshop promotion, broadcasting or reporting in any media in relation to the Workshop or for the sponsor's own commercial or other purposes for the duration of their sponsorship.

2.3 I consent to the Workshop Organiser having unlimited rights to my image, likeness or names for promotional purposes.

3. Registrations:

3.1 All participants under 18 years of age at the date of the Workshop require a parent or guardian to be present at the workshop.

3.2 If I am entering and agreeing to these terms and conditions as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf.

3.3 I acknowledge that my registration fee (if applicable) is non-refundable under any circumstances, including but not limited to withdrawal either before or during the Workshop due personal injury of any degree or exclusion by the Workshop Organiser.

3.4 I acknowledge that if the Workshop is cancelled or postponed due to circumstances beyond the control of the Workshop Organiser such as extreme weather, fire, flood, earthquake or any other circumstance following which the Workshop Organiser deems it unsafe to hold the Workshop, my registration fee is refundable.

4. Rules and Regulations

4.1 I agree to the rules and regulations set by the workshop facilitators, including facility/venue requirements, road rules at all times while participating in the workshop.

4.2 I understand that it is my responsibly to have my bike and helmet checked before coming to the Workshop and in road worthy condition.

4.4 I understand that all roads are open to other road users and that I must obey all road rules and the directions of the Workshop facilitators.

4.5 I acknowledge and agree that if I breach any of these Terms and Conditions of registration or fail to adhere to any direction of the Workshop facilitator, including the Workshop Organiser or facilitators may immediately exclude me from the Workshop. I agree that if excluded I will immediately remove myself from the Workshop.

4.6 I understand that I must report to Workshop facilitator as soon as possible if I decide to pull out of the Workshop.

4.7 I acknowledge that by reason of circumstance beyond the control of the Workshop Organiser it may become necessary to change the format, delay or cancel the Workshop, and if that occurs, I consent to the changes and I agree that each and every one of the conditions set out in these Terms and Conditions shall apply to the changed workshop.

- 5. Miscellaneous:
- 5.1 I acknowledge that I am personally responsible for my possessions at the Workshop.