

# TERRA AUSTRALIS

Great Southern Land Mountain Bike Epic

## Assumption of Risk, Declaration, Waiver and Indemnity & Terms and Conditions of Entry

In consideration of Finish Line Events Pty Ltd ("FLE") accepting this entry form and permitting my participation in Terra Australis - Great Southern Land - Mountain Bike Epic, bike riding event organised by FLE ("the event"), which I acknowledge involves significant risk of physical harm, I agree as follows:

### Assumption of Risk

I certify that I have been advised that and am aware that participation in the event involves significant risk of injury, trauma, harm and damage to me, other participants, spectators and other persons attending or in the vicinity of the event and with this knowledge voluntarily participate in the event fully accepting all such risks if they arise may result in personal injury, death and damage.

I am aware that the event will take place at a time and location that may make access to medical treatment and facilities difficult and that mountain bike riding is physically exerting and may result in injury, trauma, death or damage and that I may be exposed to natural elements such as storms and dangerous wildlife.

### Representations and Warranties

I represent and warrant to FLE that :

- (1) I am in sufficiently good physical condition to safely participate in and complete the event and have no disability, impairment or ailment that will prevent me from safely participating in the event or that will be detrimental to my or any other person's health, safety or physical condition while participating in the event or while at or near the event.
- (2) I will be at least 18 years of age on 28 March 2009.
- (3) the answers and information I have given in the registration form are all true and correct and that FLE has relied on the answers and information in permitting me to participate in the event.
- (4) I understand that this document is binding on me and creates an enforceable legal relationship between me and FLE.

### Consent to treatment

I agree that if I suffer injury FLE may at my expense arrange for me to receive medical treatment and emergency evacuation services as FLE deem appropriate and I understand that any personal injury that I incur may be worsened or compounded by not only my actions but by the actions, omissions or negligence of others.

I agree that I am responsible for my own medical and ambulance insurance.

### Release and Discharge

I hereby unconditionally release and forever discharge from all liability FLE and its directors, officers, employees, volunteers, agents, contractors, sponsors and proprietors of any land on which the event or any part of it is conducted 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 and I hereby agree not to take legal action of any kind against FLE in connection with the event or my participation in it.

### Indemnity

I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless FLE, its directors, officers, agents, contractors sponsors and proprietors of any land on which the event or any part of it is conducted from and against all liabilities, claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever that may be brought against FLE as a result of or in connection with any act, omission, default, failure or error on the part of FLE as a result of or in connection with act, omission, default, failure or error on the part of FLE(including any negligent act, omission, default, failure or error) occurring wholly or partly during the event.

I agree that FLE will not be liable for and I waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute (including to the full extent possible under the *Trade Practices Act (Cth)* and the *Fair Trading Act (Vic)*) or otherwise, for any default, failure, negligence or error on the part of FLE.

I agree that FLE's liability under any statutory right or any condition or warranty implied by the *Fair Trading Act (Vic)* or the *Trade Practices Act (Cth)* or any other relevant legislation which cannot be lawfully excluded is, to the full extent permitted by law, limited to payment by FLE of the cost of having the event supplied again.

### Terms and conditions of entry

I am duly aware of the risks and hazards inherent upon entering the event locations and participating in the event at these locations. I voluntarily elect to enter the event locations and ride in the event. I enter the event at my own risk and responsibility. I have read and I agree to the Terms & Conditions of entry to this event.

**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, Waiver of Liability Agreement and Terms & Conditions prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.**

---

Print Name of Participant

---

Signature of Participant

---

Date