

Ride Waiver, Risk Warning, Release & Indemnity

Participation in The Ride for Eleanore.

- Sat 22nd November, 2025 – Cooma to Tumut
- Sun 23rd November, 2025 – Tumut to Cabramurra to Cooma

Compliance with these Terms

In order to participate in 'The Ride for Eleanore', you must agree to, and comply with, these terms at all times.

YOU MUST NOT PARTICIPATE IN 'THE RIDE FOR ELEANORE'

IF YOU DO NOT AGREE TO THESE TERMS.

Ride Leaders, namely; Brad Pamp, has the authority to direct any Rider to be acting not in compliance with these Terms, or to otherwise be riding in an **unsafe manner**, to cease participation in or not participate in 'The Ride for Eleanore'.

You must comply with such direction.

1. Your skill and experience - you are solely responsible for ensuring you have the correct skills, experience, preparation and equipment to participate in 'The Ride for Eleanore. You represent and warrant that: (a) you are aged 18 or over; (b) you have the skills, health and fitness competence and experience necessary to participate in 'The ride for Eleanore'; (c) you will participate using a road legal, well-maintained bike with working brakes and suitable tyre pressure for the conditions; (d) you can complete basic repairs to your bike unassisted; and (e) you will be self-sustained to complete your journey, including but not limited to carrying water bottles, food, front and rear lights and your own repair/tool kit.

2. Acknowledgement of risks - You acknowledge and agree that: (a) 'The Ride for Eleanore' is conducted on public roads and all such rides are recreational activities which inherently involve a significant degree of physical exertion, physical risk and danger; and (b) you will be personally responsible for any fees or costs incurred or arising from an accident either involving or caused by you. This includes fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service. You understand that all applicable rules for participation in 'The Ride for Eleanore' must be followed and that you are **SOLELY RESPONSIBLE FOR YOUR PERSONAL SAFETY AND PERSONAL POSSESSIONS**, including physical and emotional preparation, and health and fitness to participate in 'The Ride for Eleanore'. You acknowledge that this is a risk warning as applicable under each State Consumer Law and any other applicable law.

3. Directions and Safety - you agree to follow all reasonable instructions given by Ride Leaders, including with respect to speed, directions, or route changes. Road Safety when participating in 'The Ride for Eleanore', you must: (a) follow and obey all road rules related to bicycles in the state NSW, including by the Road Safety Road Rules 2017 (NSW) or equivalent; (b) at all times during the ride wear an appropriately certified helmet, complying with the latest EN1078, ANSI Z90/4 or SNELL standards; (c) not ride with headphones at any point; and (d) carry a working mobile phone and appropriate identification.

Notification of emergency services - If the situation arises that you are in an accident and are not capable of deciding to call the emergency services, the rider agrees that a Ride Leader or a member of the public/another rider may call for them.

Behaviour - All Riders are expected to conduct themselves in a manner that does not discredit themselves. Without limiting the foregoing, you agree: (a) you must be considerate to other users when riding on or off-road; (b) aggressive behaviour, be it violent or abusive or erratic - directed to Ride Leaders, ride members, other road users or the general public - of any manner will not be tolerated. Abusers may be required to leave the ride immediately and may be excluded from all future rides; and (c) you must not drop or leave any litter on any part of the ride and must dispose of it responsibly at an appropriate place or bin. Any Rider found littering may be banned from ride events.

Insurance – The Ride for Eleanore organisers recommends all Riders have personal liability insurance suitable for participation in 'The Ride for Eleanore'. An Australian Cycling (CA) licence (membership/insurance) is recommended (<https://cycling.org.au/membership/insurance>). You acknowledge and agree that you have been advised that you should have your own personal insurance in place before participating in 'The Ride for Eleanore', and understand that: (a) the other participants may include people who may or may not have individual rider insurance; and (b) if you do not hold suitable insurance, you may be personally liable for losses arising from your participation.

Liability and waiver - (a) To the greatest extent permitted by law, The Ride for Eleanore representatives hereby exclude any liability (including in relation to any warranty or guarantee) for any loss, damage or liability to you or your personal possessions arising out of your participation, including in respect of any death, physical or mental injury, or any aggravation, acceleration or recurrence of any condition. (b) You agree to indemnify and hold harmless The Ride for Eleanore Representatives from and against any claims, liabilities, losses, damages, proceedings or actions including reasonable attorneys' fees and any settlements or ex gratia payments arising from your conduct or your participation. (c) Nothing in this document excludes, limits or modifies the application of the Consumer Law or the exercise of any rights or remedies conferred by the Consumer Law where to do so would contravene the applicable Consumer Law.

Privacy – The Ride for Eleanore representatives collect, hold and use your personal information in accordance with its privacy policy which can be found here: <https://bit.ly/3VGbz0k>.

- The event risks have been made clear.
- I consider myself capable of safely completing the event.
- My equipment is safe in accordance with Australian law.

Name:

Date:

Signature: