

## Terms and Conditions of Membership

### Bayside Cycling Club & Ladies Back on Your Bike

#### Exclusion of Liability

Ladies Back on Your Bike, Bayside Cycling Club (Business) and Back on Your Bike Tours Pty Ltd (ACN 662 785 001) (Company) is a cycle group that provides a range of activities and events for ladies who love to cycle including road and path rides and events throughout Victoria, Australia and overseas, as well as providing training services to first time bike riders or ladies who have previously cycled but want to develop their cycling skills (all referred to as activities).

You and the Company acknowledge that the environment in which the Activities takes place contains hazards and risks that cannot be completely eliminated. Members must comply with the Company's [Code of Conduct](#), [Code of Safe Riding Standards](#) and instructions given to you from time to time.

You agree that by participating in the Activities you are doing so at your own risk and release the Company and its employees, contractors and directors, to the full extent permitted by law, from all liability, claims, costs, loss, damages or expenses including direct, indirect or consequential loss suffered by you or any other person in relation to the Activities caused by any event including but not limited to personal injury or death or property loss or damage, except to the extent that the damage has been caused or contributed to by an act of gross negligence by the Company. For the avoidance of doubt, this Exclusion of Liability does not exclude or limit any statutory rights you have under any legislation or regulation.

In participating in the Activity, I agree to be bound by the following conditions:

1. My successors, executors and administrators are bound by this Exclusion of Liability;
2. I confirm and warrant that I am physically fit and suffer no medical conditions which may affect my ability to participate in the Activities;
3. I consent to receiving medical treatment in the case of injury, accident or illness during the Activities (and I agree to reimburse the Company within 7 days of request any costs incurred by the Company in providing me with medical treatment);
4. I agree that any film, sound, video or other recordings taken of me at or during the Activities will not be used in any production or advertising without the prior written consent of the Company. I agree the Company can use photos or videos in its newsletters, websites and advertising, ensuring to protect my privacy unless I give consent otherwise.
5. I agree to listen to and respect any leader/driver/guide/host provided, or arranged, by the Company in respect to the Activities and at all times to follow their instructions
6. I agree, whenever possible to wear the Club jersey, as it promotes the Club and assists the Club to establish and maintain an identity.
7. I agree to encourage and support Club Members who are less experienced cyclists. I agree to be courteous and respectful to members of the Club and the public when riding, obey all road laws and abide by the [Code of Conduct](#) and [Code of Safe Riding Standards](#). (all of the above matters in paragraphs 1 to 7 inclusive referred to as the **Conditions**).



I agree to indemnify the Company against all losses, claims, costs and expenses (including solicitor-client costs) for which the Company may be or become liable for arising out of the negligence of me or my breach of any of the Conditions, except to the extent that any such losses have been caused or contributed to by an act of gross negligence of the Company.

I declare that I have read and understood the above and accept full responsibility for my safety each time I participate and I waiver any claim I might have on the Company as set out above.

Dated the: .....

Signed by: .....

Print full name: .....

Email address: .....

Returned signed copy to [admin@ladiesbackonyourbike.com.au](mailto:admin@ladiesbackonyourbike.com.au) or [admin@baysidecyclingclub.com.au](mailto:admin@baysidecyclingclub.com.au)