CONDITIONS OF ENTRY & ASSUMPTION OF RISKS

RELEASE AND INDEMNITY AGREEMENT

2026 Cape to Cape MTB – Margaret River, Western Australia – 14-18 October 2026 ("Event"),

INTRODUCTION

- **Please read this entire Conditions of Entry and Assumption of Risks & Release and Indemnity Agreement ("Form") carefully before signing (or, in the case of online acceptance, by electronically checking the box below).**
- Each Participant, and if the Participant has not attained the legal age of majority, a parent/natural guardian/legal guardian of the minor Participant (minors are those under 18 yrs. of age), must sign this Form.
- The Participant or, if applicable, the Participant's parent/natural guardian/legal guardian, is referred to herein as the "Participant", "I", "me" or "my" and includes on behalf of their child as though their child was the Participant signing this Form.
- I acknowledge that I have legal authority to act on behalf of myself, or if the Participant is a minor that I have the legal authority to act for the minor on their behalf, and that the child is under 18 years of age.
- Please note that the Event website (https://capetocapemtb.com/) may contain other terms and conditions that apply to the Event and in conjunction with these terms and conditions.
- By participating in the Event, I also acknowledge my acceptance of the terms and conditions set out on the Event website and within the Event's online registration.
- Event in this Form includes any modified or varied event as the case may be.
- Participants have carefully read and understood and voluntarily accept this Form as a condition of acceptance of entry into the Event.
- In consideration of the services of EventMatrix Pty Ltd t/as Cape to Cape ("**Operator**") in allowing me/my child to participate in the Event, **I acknowledge and agree as follows**:-

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

- The Event (whether simply attending, assisting, observing or actively participating) I may participate in may take place indoors or outdoors and can include but not be limited to: warm-up exercises; competitive cycling, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities, use of and/or assistance with any equipment, facilities or premises and traveling to and from activities (this Event and other activities associated with the Event collectively referred to in this Form as ("**Activities**" or "**Activity**"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorised and/or conducted by Operator, structured or unstructured and include free time.
- Participants voluntarily assume any and all risks whatsoever and howsoever occurring or associated with their participation in the Event and Activities ("**Risks**") including without limitation:-
  - health and physical condition risks, repetitive use of the arms and legs, extreme fitness and endurance;
  - weather and outdoor environments and remote locations (rain, temperatures, terrain hazards such as ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the activities), flora and fauna;
  - risk of losing control and falling from the bike, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including co-Participants, volunteers, or spectators) on land or falling down or encountering other water/road/trail hazards;
  - being submerged underwater, hitting bottom or drowning,
  - Activity locations may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care;
  - the risk of contracting communicable disease(s), including but not limited to COVID-19;
  - mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown;
  - unmanned aerial vehicles ("**UAVs**", also known as "**drones**") may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV;
  - by visiting any Event-related venue, I voluntarily assume all risks related to exposure to COVID-19 or any other infectious disease**;**
  - the potential that a Participant, co-Participant/s and/or third party/s may act in a negligent or intentional manner or criminal behaviour;
  - The risk that equipment used in Activities may be misused, or may break, fail or malfunction. Participant (and/or the Participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment.
- Before, during or even after the Event or other Activities Participants acknowledge and agree and accept that the inherent Risks and other Risks, hazards and dangers of the Event and Activities and I accept or give permission for my child to participate in and/or assist with all Operator Activities and agree any inherent Risks, with my participation including without limitation that Participation in these Activities and associated Risks could result in injury, damage, disability, death or other loss and property damage or loss.
- The Operator requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can still occur even with the use of this gear. Participants acknowledge that safety precautions undertaken by Operators (such as course supervision, event rules and the race safety briefing) are a service to them and other competitors but are not a guarantee of safety.
- I understand that neither Operator nor any of their staff, representatives, volunteers, contractors or anyone associated with them will be directly supervising the Participant during the Activities or at any time. Adult Participants agree they are solely responsible for their own well-being at all times; or, if applicable, a Participant's legal guardian agrees to take sole responsibility for Participant's supervision before, during and after the Event and other activities, including during free time and at all other times.
- The Risks information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Operator cannot assure my (and my child's, if applicable) safety or eliminate any of the risks. I understand I can and should consult Operator representatives if I have further questions about the activities or the associated risks.
- The Participant is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event. If the Participant has any health issues or doubts prior to the Event, they should immediately seek appropriate medical advice.
- Each Participant declares that there is no known limitation, restriction or condition (including without limitation any prescribed or other medication) impacting the Participants ability (whether physically or psychologically) not disclosed or that will impact the Participants participation in the Event or medical condition that would endanger myself (or my child, as applicable) or others if I participate in the Event, or would interfere with my (or my child's as applicable) ability to safely participate in the Event.
- I am (or my child is) voluntarily participating, and I (and my child) acknowledge the inherent Risks in connection with the Activities. Therefore, I agree that I (and my child, if applicable) assume and accept full responsibility for the Participant, for the inherent and other Risks (both known and unknown) of the Activities, and for any injury, damage, death or other loss suffered by me or my child, resulting from those inherent and other risks, including but not limited to the risk of my, my child's (if applicable), a co-Participant's, a Released Party's, a spectator's, a volunteer's, and/or a third party's passive or active negligence or intentional or other misconduct.

RULES AND POLICIES

I understand and agree by signing this Form, that:

- Failure to comply in any way with these matters may lead to me being pulled from the Event and disqualified;
- I (together with my child, as applicable) will review all materials received, accurately complete and agree to the registration information, documents and process, and all rules and policies. I (together with my child) will obey and agree to be bound by all rules and policies, which include but are not limited to, the rules and conditions detailed in this Form and as detailed on the Event website (including the Race Rules, the Event withdrawal and transfer policies), Operator's Competition Rules (including Operator's Doping Control Rules), as each of the foregoing may be amended, from time to time, and all traffic laws;
- I agree to be bound by and comply with the applicable anti-doping rules including, without limitation, all policies, procedures and/or other rules adopted by Operator (as may be amended from time to time and at any time) and the authority given under those rules;
- I acknowledge that I may also be bound by the rules of any applicable national federation, international federation, race sanctioning body, Sport Integrity Australia or any anti-doping organisation with authority over me;
- My (or my child's, as applicable) final acceptance and participation in the Event is contingent upon the Operator's receipt and review of all required information and forms, including this Form and the payment of any associated registration or entrance fees;
- Before participating in any Activities, I (and my child, if applicable) may inspect the race course, facilities, equipment, and areas to be used, if my child and I choose, I will immediately advise Operator or an Event official if I believe or become aware that the race course facilities, equipment or areas to be used in the Event are unsafe;
- I am (or my child is, as applicable) fully capable of participating without causing harm to himself, herself, or others. I acknowledge the activities contemplated by this Event are inherently dangerous

and I certify that I have not been advised against my (or my child's, as applicable) participation in the Event by any healthcare provider.;

- I (or my child, as applicable) have sufficient competence, knowledge, common sense, experience, survival skills and will use sufficient and appropriate equipment to participate in the Event in a manner which will be safe to myself and others;
- I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I assume the risk of participating in this Event and participating under these circumstances;
- I (together with my child, as applicable) will respect the rights, dignity and worth of every individual at the Event including Participants, volunteers and spectators. I will at all times act responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance.
- Participants accept to follow all local laws during the Event whether put in place by the event Operator, or by local or state legislative authorities. This includes (without limitation) all local council laws, by laws including parking restrictions and animal access.
- Participants accept to follow all state and federal laws during the Event.
- Participants acknowledge and agree that they and any of their team members, will comply with any directions given by the officers WA Police, Department of Transport of WA, and anyone engage by the Operator, race officials and medical personnel, at all times during the Event.
- Participants agree that failure to follow any laws may result in automatic disqualification from the Event and may result in banning from or sanctions in future events and acknowledge that it may, in some circumstances, also result in prosecution of me and/or associates.

OPERATIONS

- The Operator contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the Event services and to conduct some of the activities Participants will engage in.
- Participants acknowledge to comply with all directions given to them by the Operators, sponsors, volunteers, contractors or representatives engaged by the Operator at before or during the Event and at all times during those times.
- Participants acknowledge that they may be directed by personnel (including medical personnel) on Event day to leave the Event or Activity and Participants agree to follow such direction without hesitation argument dispute or otherwise.
- Participants accept they have an important responsibility to carefully read and listen to all safety briefings and to immediately seek clarification on anything, which is not entirely clear.
- I acknowledge that Operator does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, activities take place on premises or at facilities not owned or controlled by Operator, and Operator does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- I authorise Operator staff, representatives or contractors to inspect any of the equipment I use (or intend to use) in connection with the Event, including but not limited to inspection of bicycles for concealment of any motor or other artificial accelerating mechanism, by any inspection method selected by Operator.
- The athlete information packets (which contain each athlete's race bib, race plate and timing chip) must be picked-up by the registered athlete in person at the scheduled athlete check-in prior to the Event, or as otherwise detailed on the Event website. I hereby acknowledge that photo identification will be required to check-in and pick-up my athlete information packet.
- I authorise and consent to Operator staff, representatives or contractors to conduct such public health safety screening activities by methods selected by Operator. While participating in the Event I agree to comply with any public health and/or safety directions of Operator staff, representatives or contractors, police, government or health authorities. Further, I consent to the collection and use (by Operator staff, representatives or contractors, police, government or health authorities) of my personal information for contact tracing purposes (if required).
- I authorise Operator staff, representatives, contractors or other medical personnel (including but not limited to any medical director(s) of the Event) to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for my (or my child's) health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Operator and any medical director(s) of the Event, any race sanctioning body, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

RELEASE

PLEASE NOTE: You, or If applicable you on behalf of your minor child, are agreeing to participate in or let your minor child engage in a potentially dangerous Activity. You are agreeing that, even if the Operator and Released Parties use reasonable care in providing this Event and Activities, there is a chance your child may be seriously injured or killed by participating in this Event or Activity because there are certain inherent Risks in the Activity which cannot be avoided or eliminated. By signing this Form you are giving up your child's right and your right to recover from the Operator or Released Parties in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this Form.

To the maximum extent allowed by applicable law, I for myself (and also for my child Participant, if applicable), agree as follows:

- The release contained in this clause applies to the Operator and any applicable federation and/or race sanctioning body, Event sponsors, Event organisers, Event promoters, Event producers, race directors, Event officials, Event staff, employees, contractors, advertisers, administrators, vendors, volunteers, co-participants, other competitors, any area or district Councils or local bodies of whatever nature in which the Event may be staged, Police, all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities (individually and collectively referred to in this Form as the "**Released Party**" and "**Released Parties**").
- Although the Operator or Released Parties may review the Event and provide safety measures where possible, the Risks are sometimes unavoidable including without limitation Participant's medical information, whether submitted in the registration process or otherwise, and I acknowledge and agree that the Operator and Released Parties cannot anticipate or eliminate Risks entirely or complications posed by a Participant's mental, physical (including fitness level) or emotional condition.
- The Operator or Released Parties may misjudge a Participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn Participant (and/or Participant's legal guardian) about one or more of the inherent Risks of these Activities.
- By signing this form, I agree to release and waive the liability of Operator and Released Parties and covenant and agree not to sue and agree to hold harmless the Operator and Released Parties absolutely from any and all liability whatsoever or howsoever arising whether now in the past or the future, including without limitation in relation to recreational services (as that terms is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) or dangerous recreational activity (as that term is defined in the Civil Liability Act 2002 (WA)) or for any death, or physical or mental injury of an individual (including the aggravation, acceleration or occurrence of such an injury of the individual), or the contraction, aggravation or acceleration of an injury, disability or disease of an individual, or the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual Participant and in general for any conduct, damages, costs loss expense whatsoever or howsoever incurred.
- In general I agree to release and hold harmless the Operator and Released Parties with respect to any and all claims, liabilities, suits, damages, costs or expenses (including legal fees and costs) (collectively referred to in this Form as "**Claim**" or "**Claims**") that I may have, whether now or in the future, in relation to the Event including without limitation for any injury, damage, death, lost property, damaged or stolen property, or other loss in any way connected with my (or my child's) enrolment or participation in and/or assistance with the Event or Activities, including use of and/or assistance with any equipment, facilities or premises, howsoever caused; negligence, whether passive or active, of the Released Parties.
- The release by the Participants shall further include (without limiting any of the foregoing) any breach by the Operator or Released Parties of statutory duty and/or losses resulting from the inherent or other Risks of the Activities.
- I understand I agree to waive all Claims I may have (for myself and my child) against the Operator or Released Parties or both and agree that neither I, nor my estate, heirs, assigns or beneficiaries nor anyone else acting on my behalf, will make a claim against the Operator or Released Parties for any loss I may suffer, if I (or my child) suffer injury, damage, death or other loss whatsoever or howsoever.
- The aforementioned exclusion of liability shall not apply to Claims or damages caused by wilful misconduct and gross negligence.

INDEMNITY

- I understand I agree to defend indemnify and hold harmless absolutely on a full indemnity basis the Operator and the Released Parties with respect to any and all Claims brought by or on behalf of me, (my participating child, if applicable) or other family member/s, a co-Participant or any other person, for any injury, damage, death, lost and/or stolen property or other loss in any way connected with my, or my child's, enrolment or participation in and/or assistance with the activities, including without limitation use of and/or assistance with any equipment, facilities or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; any breach by the Released Parties of statutory duty; and/or losses resulting from the inherent or other risks of the activities.
- This Release and Indemnity includes but is not limited to Claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim, including claim/s resulting from the negligence of Released Parties, whether passive or active.

- If the Participant is a minor, I (the minor Participant's parent) for and on behalf of my participating minor child, agree to waive and release and indemnify, in advance, any Claim or cause of action against the Operator and Released Parties that would accrue to my minor child for personal injury, including death, and property damage resulting from an inherent Risk in the Activity or any other Claim in relation to the Event.

MEDIA AND INTELLECTUAL PROPERTY

- Participants grant the Operator, sponsors, volunteers, contractors or representatives engaged by the Operator and associated parties the irrevocable right and permission to use Participant's names, likeness, photographs, and video footage captured during the Event for promotional and marketing purposes, without any compensation.
- I further grant to the Operator, its affiliates, designees, assignees, and sponsors the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me, my child, and/or my family members (collectively "**images**"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images will be owned by Operator, its assignees, or its designees and I waive any inspection or approval rights.
- I understand and agree that my (or my child's) name, age, gender, bib number and race results will be available to the public during and after the Event.
- Unless I specify to the contrary, I consent to Operator providing my personal information to:-
  - the official Event photographer, as designated by Operator, which photographer may contact me via email to alert me when photos from the Event are available on its website;
  - any charities selected by me during the Event registration process (if any) and/or with Operator's designated third-party charity platform service provider for the Event (the "**Charity Platform Provider**"); and
  - any other third parties for non-marketing related matters.
- The Charity Platform Provider provides fundraising services to Event Participants who wish to raise funds for charities in connection with the Event. If I register with the Charity Platform Provider to fundraise for charities or if I elect to make a one-off donation to a charity via the Charity Platform Provider, I agree that this will be strictly subject to the Charity Platform Provider's terms and conditions (as notified to me during such registration) and certain fees and/or other charges may be deducted from funds raised or donations as payment for these services. The Operator has no responsibility to me in connection with such fundraising with the Charity Platform Provider and I release the Operator from all claims whatsoever in connection with such fundraising.
- Participants shall avoid posting anything on social media that may be deemed defamatory, derogatory, hateful, obscene, discriminatory or harassing comments, images or videos, or anything that could be deemed offensive to others, whether to the Operator or other participants in relation to the Event.
- Participants acknowledge that any photos or other media, or any other feedback provided to Operator may result in intellectual property being created and the Participant acknowledges and agrees that any intellectual property in all works whatsoever or howsoever arising of the Participant that may be created in the course of the participation in the Event or provided to Operator are the absolute property of the Operator.
- In no event may I (or anyone else on my behalf) without the prior written consent of Operator, its assignees, or its designees use any intellectual property of the Operator and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, or Event race distance (collectively, "**Event IP**"), or sell, market, distribute, or produce any products, events, merchandise, websites, or services that are Event-branded, or branded or marked using any Event logo, any Event name, any Event IP, or any Operator intellectual property.

MODIFICATION / VARIATION / CANCELLATION

- The Operator reserves the right to and may modify vary or cancel the Event (whether before or during the Event) due to inclement weather, safety concerns, or unforeseen circumstances in its absolute discretion.
- The Operator's only responsibility is to run a safe Event and may exercise this discretion at any time to provide a varied form of the Event.
- If the Event requires modification, variation or cancellation, no liability whatsoever shall be attributable to or Claim made howsoever against The Operator. Participants are not entitled to a refund (whether in full or in part) if the Event proceeds in a modified or varied form.
- If by reason of circumstances beyond the control of the event Operator, it may become necessary or desirable to change the format of the event, and if that occurs, Participants acknowledge and consent to the changes and agree that each and every of the terms and conditions of this Form shall apply to that changed, modified or varied Event and it shall not vary the applicability of this Form. To the extent Operator permits my Event registration to be transferred to another race event, I acknowledge and agree that this Form will be deemed applicable to such other race, mutatis mutandis.
- The Operator reserves the right, in its sole discretion, to dismiss any Participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify any Participant from the Event. If I or my child is dismissed or departs for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my or my child's Event entry application is denied or revoked, I agree that Operator is not responsible for costs incurred or damages suffered by me, my child, or my family in excess of the amount of the entry fee.
- Where the Event later becomes subject to a capacity or density limit, impacted Participants (assessed by order of registration) will be invited to select from a number of options, including deferral into the same event in the following year or a full refund of Operator's entry fee.
- The Operator further reserves the right to alter this Form, up to and including the day of the Event. Variations will be notified and posted on the Event website and circulated to registered Participants. Participants accept and acknowledge that acceptance of this Form includes any variations thereto and continued participation in the Event is deemed to be acceptance of any such variation to this Form or the conditions of entry to the Event.
- The Operator shall not be liable for and Participants hold the Operator harmless for:-
  - on the same terms as contained in this Form whatsoever including without limitation any accidents or injuries sustained by Participants before during or after any modified or varied Event;
  - the varying modifying or cancelling the Event;
  - removing a Participant from the Event.

REFUND POLICY

- It is my (or my child's) sole responsibility to ensure that I can attend the Event and, in the event I (or my child, as applicable) am prohibited from attending the Event due to any reasons, the Operator is not obligated to provide a refund of Operator's entry fee (or any part thereof) except in accordance with this refund policy.
- A deferral to the following year of the event (2027) shall be eligible until 11:59pm (AWST) Monday 31 August 2026
- A transfer to another person shall be eligible until 11:59pm (AWST) Thursday 08 October 2026. Note: the replacement rider is required to agree to these terms and conditions and comply.
- The Race Roster Refund Protection Program shall apply for those that have purchased this product during their registration. Note: this is managed by a third party Protecht and has a separate terms and conditions
- In all other cases, Participants acknowledge the refund policy of the Event is that refunds or transfer of entry fees or other entitlements may be provided on a case-by-case basis as determined by the event Operator.

FORCE MAJUERE

- The Event will be conducted by the Operator in accordance with all health orders in place at the time of the Event, including any requirements of the State/Federal Government or State/Federal health authority and any conditions of a COVID-19 Safety Plan.
- "**Force Majeure**" includes without limitation acts of God or the elements (including wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, communicable disease, epidemic, pandemic, Covid-19, public health risks, fire, smoke, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, government order, change of law, unavoidable casualty, race course conditions, or any other cause beyond the control of Operator.
- I acknowledge and agree that Operator may, whether for safety reasons, at the direction of police or local authorities, or due to a Force Majeure event:
  - at any time, with or without notice, change or modify the race course, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or
  - delay, modify, or cancel the Event, including if it believes the conditions are unsafe the Operator may delay or cancel the Event for so long as such unsafe or unsuitable conditions apply.
- If the race course or the Event is modified for any safety reasons, at the direction of police or local authorities, or due to a Force Majeure event or otherwise, there will be no refund of Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event, and I acknowledge and agree that in these circumstances any such delay and/or modification of the Event is a not a major failure, and that the delayed and/or modified Event remains fit for purpose and provided within a reasonable time.
- If the Event is delayed or rescheduled in its entirety at the direction of police or local authorities, or due to a Force Majeure event, I acknowledge and agree that my entry will be automatically moved to the rescheduled Event (and, where such dates are unsuitable to me, the Operator will provide a limited time opportunity to defer my entry to the same Operator event in the following year), or in

all other cases the refund policy of this Form shall apply, and that this Form will be deemed applicable to such rescheduled Event or other event, mutatis mutandis.

- If the Event is cancelled in its entirety at the direction of police or local authorities, or due to a Force Majeure event, I acknowledge and agree that my entry will be automatically deferred to the same Operator event in the following year (and, where such dates are unsuitable to me, the Operator will provide a limited time opportunity to transfer my entry to an equivalent Operator event, subject to availability), or in all other cases the refund policy shall apply, and that this Form will be deemed applicable to such other event, mutatis mutandis.
- If the Event is cancelled for any reason other than at the direction of police or local authorities, or due to a Force Majeure event, Operator will provide a remedy consistent with its obligations under the Australian Consumer Law and the refund policy shall apply.
- At no stage and in no way whatsoever is the Operator or any Related Parties responsible for any incidental costs, including without limitation travel, accommodation or otherwise any other costs incurred in connection with the Event/

OTHER PROVISIONS

- I understand and agree that the Operator and Released Parties have the right to refuse to let Me participate if I do not sign this form.
- Each Participant acknowledges and agrees that an electronic signature, whether digital or encrypted, check box or otherwise other form of acknowledgement of these terms and conditions contained in the Form are intended to authenticate their acceptance and to have the same force and effect as manual signatures and evidence each Participant accepting and consenting to these terms and conditions of entry into the Event and of this Form.
- Any execution by electronic means or signature acknowledges and agrees that the Participant is to be bound by their electronic signature and no contention will be made as to the effectiveness of their acceptance
- This Form and its terms shall be construed fairly as to all and not to the detriment of the Operator merely because the Operator prepared them.
- I irrevocably consent to the laws of Western Australia applying to this Form and submit to the exclusive jurisdiction of the courts of Western Australia.
- I also understand that it is not permitted for someone else to compete under my name or for me to compete under someone else's name; doing so may result in my disqualification and lead to Operator banning both parties from competing in the Event in future years.
- This Form is effective in regard to Participant's enrolment or participation in the Event and Activities from the date signed, and this Form will remain in full force and effect following completion of the Event and Activities.
- If I sign this Form both on-line and on-site, I agree that the on-site version of this Form, as that version may be amended from the on-line version, will be binding and control. I also understand that I (and my child) may be required to sign a version of this Form on-site.
- I have legal authority to enter this agreement and sign this Form. If I am signing as the Participant's legal guardian, I have the legal authority to act for the Participant and on their behalf. If my guardian status is challenged or found invalid, I will release, agree to defend and indemnify, and not to sue any of, the Operator or Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the Participant's lawful guardian.
- In regard to my or my child's relationship with Operator, I agree that the contents of this Form will take precedence over any other forms or contracts I or my child may sign (for parties other than Operator) in connection with these activities.
- I am fully responsible for the security of my personal possessions at the Event and Operator will not be liable for the replacement of any personal possessions. To the extent there are situations in which I provide Operator any of my personal property to hold, there may be times such personal property may not be returned to me. I waive any rights to such property and expressly consent to any and all actions Operator may take with respect to such property, including but not limited to, disposal of such property.
- If I use any of the bicycle services provided or made available in connection with the Event (including without limitation any on-course bicycle repairs), I agree to pay for the cost of such services (including the costs of replacement parts, etc.) upon receipt of applicable invoice(s).
- I consent to my name and contact details being included on the Operator Event database and that unless I specify to the contrary, I will be subscribed to various Operator related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the Operator Event database I will still receive newsletters that relate to the Event in which I have registered.
- I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable.
- I consent to my (and my child's, where applicable) personal information being collected, held, used and disclosed by Operator and/or any of its affiliates or related entities for the administration of the Event.
- I consent to the collection, storage and exchange between the Operator and Operator's first aid and Event Medical provider of my (and my child's where applicable) personal and health information obtained by either party in the administration of the Event (including this registration and any treatment I, or my child, receive at the Event). I further consent that such information may be used by Operator and Event Medical for the purposes of providing or preparing to provide medical assistance to me (or my child) in connection with the Event, conducting a post-Event review of medical services provided to me (or my child) during the Event, preparing and reporting on incidents occurring in connection with the Event, enabling Operator and Event Medical to comply with health and safety law and to undertake critical incident procedures (including Operator sharing my or my child's information with my representatives for insurance related purposes), and otherwise as required or permitted by the Privacy Act 1988 (Cth) and any applicable State legislation relating to health information.
- The Operator may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form consistent with Operator's and other Released Parties rights and protections under this Form.
- This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it will not affect the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect.

I, Participant or Parent/guardian of a minor Participant acknowledge and agree that I have carefully read, understood and agreed to the above conditions terms and condition of the Event and voluntarily signed this Form and acknowledge that it shall be effective and legally binding upon me (and if I am Participant's legal guardian, that child), and my/Participant's, spouse, children and other family members, and my/Participant's heirs, executors, representatives and estate. ***The adult Participant (or their legal guardian) must complete all information and sign below.***

PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT'S AGE AND BIRTHDATE

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT	DATE	PRINTED NAME OF PARENT/GUARDIAN