



# AUSCYCLING

## MEMBERSHIP TERMS & CONDITIONS

Version 4.1 | May 2023

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. UPON SIGNING THIS MEMBERSHIP APPLICATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

YOU COVENANT AND WARRANT THAT YOU ARE EITHER 18 YEARS OF AGE OR OLDER OR THAT YOU HAVE AGREED TO THESE TERMS AND CONDITIONS AS THE PARENT OR LEGAL GUARDIAN OF AN APPLICANT UNDER 18 YEARS OF AGE. IN CONSIDERATION OF MY APPLICATION FOR MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS:

**WHERE THE APPLICANT IS UNDER 18 YEARS OF AGE** THESE TERMS AND CONDITIONS MUST BE AGREED BY THE APPLICANT'S PARENT OR GUARDIAN. As parent or guardian you authorise and consent to the applicant undertaking the Cycling Activities. In consideration of the applicant's membership being accepted, you expressly agree to be responsible for the applicant's behaviour and agree to accept (in your capacity as parent or guardian) these terms and conditions.

In addition, as parent or guardian you agree to be bound by and to comply with AusCycling's Constitution and any policies made under it, including the AusCycling National Integrity Framework and Code of Conduct, while your child (or the child you are guardian of) is participating in Cycling Activities and while you are spectating at any Cycling Activity - SEE <https://www.auscycling.org.au/page/about/policies-rules>. You acknowledge that a breach of these policies may result in action being taken against you, including as outlined in the complaints or discipline procedures in AusCycling policies.

#### **Definitions In These Terms:**

- a. AusCycling or AC means and includes AusCycling Limited (ABN: 70 644 149 351) trading as AusCycling, its subsidiaries, directors, officers, servants, agents and members including, but not limited to and clubs affiliated with AusCycling (under its constitution), and their respective directors, officers, members, servants or agents;
- b. Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, BUT does NOT include:
  - i. a claim against AusCycling by any person expressly entitled to make a claim under an AusCycling insurance policy;
  - ii. a claim against AusCycling under any right expressly conferred by its constitution or regulations;
- c. Cycling Activities means performing or participating in any capacity, including as a Member, in any authorised or recognised AusCycling activity.
- d. Recreational services has the same meaning as per the relevant piece of Australia Consumer Law legislation. But, is generally defined as:

Recreational services are services that consist of participation in -

- sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

#### **Membership**

1. I declare that I am not aware of any reason why I should not be issued with the membership that I have requested. If the membership product I am applying for is an international licence, I declare that I have

not applied for a licence for the same year to the International Cycling Union ("UCI") or to any other National Federation. I assume exclusive liability for the application and for the use that I shall make of the membership if it is granted.

### Rules of membership and participation

2. I undertake to be bound by and abide by the Constitution and Regulations of UCI, the UCI Continental Confederation and AusCycling. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation only before the authorities provided for in the regulations of those bodies.

I acknowledge and agree that:

- a. I am bound by and must comply with all AusCycling policies (as amended from time to time) including but not limited to, the AusCycling National Integrity Framework, Anti-Doping Policy and Code of Conduct, which can be found on the AusCycling website: (<https://www.auscycling.org.au/page/about/policies-rules>);
- b. it is my responsibility to read and understand these policies (and any amendments to them); and
- c. a breach of these policies may result in action being taken, including as outlined in the complaints or discipline procedures in AusCycling policies.

### Doping

3. I accept that all members/licence holders are bound by the AusCycling Anti-Doping Policy (ADP). Specifically, the ADP applies to any person:
  - a. competing in any competition under the control or sanction of AusCycling or on any facilities of AusCycling;
  - b. who has competed in the last 12 months in any competition under the control or sanction of AusCycling or on any facilities of AusCycling or who has used AusCycling facilities in the last 12 months;
  - c. who is a member of AusCycling or anybody affiliated to AusCycling;
  - d. taking part in or involved with any racing or competitive cycling activity conducted or authorised by AusCycling; and
  - e. who administers, managers, coaches or assists in Cycling Activities.
4. All of the above persons are:
  - a. bound by the ADP and must comply with it. Copies of the ADP are available on the AusCycling website; and
  - b. liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas.
5. I acknowledge and agree that AusCycling and its authorised officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance or article, which is found.
6. Should I participate in a cycling race where a drug test is conducted under the UCI Drug Test Regulations, I agree to submit to such drug tests. I agree that the results of the analysis may be made public and

communicated in detail to AusCycling staff, contractors or consultants, my club, team or trade team or to my coach or doctor. I undertake to submit any protests concerning drug use to the Court of Arbitration for Sport (CAS), whose decision I shall accept as final. I agree that all samples taken shall become the property of the UCI, who may have them analysed, especially for purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or trade team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.

7. I accept the conditions regarding blood and urine tests and accept to undergo blood and urine tests as required.
8. I have read and understood and agree to abide by the Australian National Anti-Doping Policy, effective from 1 January 2021, and found on the Sport Integrity Australia website (<https://www.sportintegrity.gov.au/what-we-do/anti-doping/world-anti-doping-code/australian-national-anti-doping-policy>) being the anti-doping policy adopted by AusCycling and applicable to all member, participants and non-participants.

### **Race Membership Payment Plans – Fixed 12 month Contract**

9. By selecting a Race Membership Payment Plan you agree to pay the total annual amount. Should you elect to pay the full amount in 12 monthly instalments your first credit card payment will occur on the day you join or renew. Ongoing credit card payments will occur on the same day every month thereafter provided the auto renew option is turned “on”. If you turn the auto renewal option “off” or if a transaction fails, you remain liable to manually make the payments as they fall due.

You acknowledge you are liable to pay all 12 monthly instalments from the day of the month in which you joined or renewed your membership. Should your monthly instalments fall into arrears your:

- arrears and the remaining payments due and payable over the term of your membership will be invoiced to your email address and you will be bound by the payment terms set out in the relevant invoice;
  - membership benefits (including insurance and eligibility to race) will be suspended until the arrears, and any remaining payments are paid; and
  - nominated club/s may be advised of your status within one month of your suspension;
  - Events Organisers may decline your entry to participate in any AusCycling sanctioned event or activity and must provide a reason for doing so.
10. AusCycling reserves the right to change Race Membership Payment Plan fees at any time during the 12 month term, and these changes will be applicable to all remaining instalments.

Once the 12 payments have been paid, you can request a cancellation of your membership to the AusCycling Member Services Team. This must be done in a written format to [membership@auscycling.org.au](mailto:membership@auscycling.org.au) (or such other email address as advised by AusCycling from time to time).

### **Automatic Renewal of Annual Memberships, Monthly Recreation Memberships and Cancellation of Automatic Renewal**

11. Upon becoming a member of AusCycling, you agree that your membership automatically renew at the end of its term unless you elect NOT to renew. You will be informed in advance via email of the upcoming renewal at which time you may elect NOT to renew your membership for a further term by emailing [membership@auscycling.org.au](mailto:membership@auscycling.org.au) (or such other email address as advised by AusCycling from time to time).

time).

12. If your membership automatically renews at the end of its term and for any reason you determine you do not wish to renew your membership, you may cancel this membership any time up to 7 days after your membership has automatically renewed and apply for a refund of any membership fees paid by providing notice in writing to AusCycling. You will not be entitled to a refund should you apply after the applicable period to your membership. AusCycling may suspend or terminate your membership at any time in accordance with its policies.

### **Risk Warning**

13. I acknowledge that Cycling Activities are inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with Cycling Activities which include, but are not limited to:
  - a. collisions and contact with other participants and road/track/trail users,
  - b. riding on roads/tracks/trails which are or may be closed or partially closed to traffic,
  - c. the remoteness of the areas in which a ride takes place,
  - d. sudden and unexpected changes in weather and road conditions
  - e. physical exertion and difficulties in evacuation if I become disabled and
  - f. riding on partially improved and unimproved trails and roads, as well as on naturally rugged terrain.
14. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. Prior to undertaking any Cycling Activities, I acknowledge that I have considered and am aware of all of the risks involved, including those risks associated with any health condition I may have.
15. By agreeing to these terms and conditions, I acknowledge, agree, and understand that participation in recreational services provided by AusCycling including Cycling Activities may involve risk. I agree and undertake any such risk voluntarily at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

### **Waiver**

16. I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010(Cth)*) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).
17. I acknowledge that by agreeing to these terms and conditions, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier of recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 1 to these terms and conditions.
18. To the extent of any liability arising, the liability of AusCycling will, at the discretion of AusCycling, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

## Disclosure

19. I declare that I am medically and physically fit and able to participate in Cycling Activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage prior to any Cycling Activities. If I am feeling unwell in any way I will not attend any Cycling Activity unless and until cleared to do so by a medical practitioner and if I do attend whilst feeling unwell I may be directed to leave the Activity and if so directed will leave immediately.
20. I acknowledge that AusCycling relies on information provided by me and that all such information is accurate and complete.
21. I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to the relevant AusCycling representative or event organiser, club official or coach before I leave any relevant venue.
22. I agree that AusCycling may in its absolute discretion deny me eligibility to race if it considers I am not medically, mentally and physically fit and able to participate (or continue to participate) in Cycling Activities without unreasonable risk to myself or others. AusCycling is in no way liable if it chooses not to exercise its discretion under this clause.
23. If a medical emergency occurs, I consent to the provision of any necessary medical treatment and will pay for any such medical treatment costs including transport by ambulance.

## Safety

24. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Cycling Activity. I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
25. I agree to follow any rules set by AusCycling in connection with any Cycling Activities. In particular, I have been advised I need to wear an approved helmet and/or safety equipment as per technical regulations at all times during Cycling Activities. If I fail to comply with AusCycling's rules and/or directions, I will not be permitted to participate or to continue to participate in a relevant Cycling Activity and if I am excluded no refund will be given.

## Release and indemnity

26. In consideration of AusCycling accepting my membership application I, to the extent permitted by law:
  - a. release and will release AusCycling from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Cycling Activities;
  - b. release and indemnify AusCycling against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by AusCycling or in any other manner whatsoever; and
  - c. indemnify and will keep indemnified AusCycling to the extent permitted by law in respect of any Claim by any person:
    - i. arising as a result of or in connection with my membership or my participation in Cycling Activities; against AusCycling in respect of any injury, loss or damage arising out of or in connection with my failure to comply with AusCycling's rules and/or directions; save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is directly caused or contributed to by the gross negligence of AusCycling.

## Insurance

27. I understand that AusCycling through a National Insurance Scheme (NIS) has arranged some limited insurance coverage which may provide me with some protection for injury and loss that I may suffer during my participation in Cycling Activities. A summary of this cover can be found on the AusCycling website.

In relation to the limited insurance arranged by AusCycling through the NIS, I acknowledge, understand and accept as follows:

- a. that insurance taken out by AusCycling may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Cycling Activities, and that I may have to pay the excess if a claim is made on my behalf;
- b. the limited insurance cover arranged by AusCycling through the NIS does not provide cover for any damage to my bicycle/equipment or any of my other property (and any subsequent loss associated with that damage) that might be suffered during my participation in any AusCycling sanctioned race events;
- c. the limited insurance cover arranged by AusCycling through the NIS also does not provide cover for any damage that I may cause to another participant's bicycle or any of their other property that might be suffered during my participation in any AusCycling sanctioned race events;
- d. my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage (including but not limited to specific personal accident coverage and/or bike insurance coverage) at my own expense after considering AusCycling's insurance arrangements and my own circumstances; and
- e. AusCycling may renew, vary or update its insurance policy and/or insurance provider during the period of my membership and that AusCycling reserves the right to amend, increase or decrease the level of benefits payable at any time and in its sole discretion.

## Use of image

28. I acknowledge and consent to photographs and other electronic images being taken of me during my participation in any Cycling Activities. I acknowledge and agree that such photographs and electronic images are owned by AusCycling and that AusCycling or other third parties may use such photographs for promotional or other purposes without my further consent being required.

## Privacy

29. I understand that the personal information I have provided in my membership application is necessary for the objects of AusCycling and is collected, used and disclosed in accordance with the AusCycling Privacy Policy (this policy can be found on the AusCycling website). AusCycling may use and disclose my personal information for the purposes of conducting and administering Cycling Activities, providing me with member services or promotional material, complying with legal obligations or otherwise in accordance with the AusCycling Privacy Policy. AusCycling may share my information with third parties such as:
- a. affiliates and other organisations involved in Cycling Activities in Australia, including the UCI;
  - b. companies engaged by AusCycling to carry out functions and activities on their behalf including direct marketing;
  - c. government agencies; and
  - d. AusCycling's professional advisers, including their accountants, auditors, lawyers and insurers.



Except for the abovementioned purposes, I understand that my information is not generally disclosed to anyone outside Australia. I acknowledge that AusCycling's Policies contains information about how I may access and request correction of my personal information held by AusCycling or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by AusCycling. I understand that my membership application may be rejected if the information is not provided. I understand that if I do not wish to receive promotional material from AusCycling's sponsors and third parties that I must advise AusCycling via email or telephone or via the specific opt-out procedures provided in the relevant communication.

### **Bar to proceedings**

30. I acknowledge and agree that membership of AusCycling gives rise to a contract between me and AusCycling and that these terms and conditions form part of that contract. I further acknowledge and agree that I will not commence any proceedings against AusCycling until I have exhausted all avenues of appeal or inquiry available to me under AusCycling's rules framework. AusCycling may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of me or by any person claiming through me. I acknowledge that where I commence proceedings against AusCycling, I:
- a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
  - b. waive any right to object to the exercise of such jurisdiction;
  - c. will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by AusCycling) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by AusCycling to remove the proceedings to the jurisdiction in which any incident occurs;
  - d. will pay the costs of any application made by AusCycling under paragraph 27(c) and will consent to any application for security of costs made at any time by AusCycling; and
  - e. consent to paying AusCycling's legal defence costs of the proceedings (on a solicitor client basis) where AusCycling successfully defends the proceedings.

### **Governing Law**

31. The governing law of this agreement is the law of Victoria ('Jurisdiction'). I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

### **Entire Agreement**

32. This agreement (and the documents to which it refers) constitutes the entire agreement between the parties and supersedes all other agreements, understandings, representations and negotiations in relation to Cycling Activities.
33. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

### **Cancellation of Membership & Refund Policy**

34. I understand and accept that I can cancel my Membership with AusCycling at any time by providing notice in writing to AusCycling. I understand that, the clauses below outline the circumstances in which I can apply for a refund of the relevant fee relating to that cancelled membership:
- a. all times, subject to the *Australian Consumer Law* and nothing in the policy seeks to exclude a



member's right to a refund (in part or in full) under the *Australian Consumer Law*. For the avoidance of doubt, where the policy states that a refund is not permitted in certain circumstances, it shall not apply to circumstances where a refund is permitted under the *Australian Consumer Law*, which will always be granted.

- b. AusCycling will consider a request for a refund at any time after purchase of the membership, provided the refund request is in writing (except as otherwise stated in this policy).
- c. Any refund request received whereby the member has made or intends to make a claim on AusCycling's insurance will not be considered for a refund.
- d. A refund request made within seven (7) days of a member receiving a receipt for the purchase of a membership, including via auto renewal, will receive a full refund.
- e. A refund request made after the expiration of the seven (7) day period outlined in 32.d will incur an Administration Fee of \$10 except where a refund is granted due to AusCycling's error.
- f. After the expiration of the seven (7) day period, no refunds will be provided except in limited exceptional circumstances (as determined by AusCycling at its complete discretion). For the avoidance of any doubt, a refund of membership fees will not be permitted or considered exceptional circumstances, in the following (non-exhaustive) scenarios:
  - i. a pandemic declared by the World Health Organisation
  - ii. natural disaster
  - iii. change of mind
  - iv. the event of injury or illness
  - v. a change in personal circumstances which prevents a member from enjoying the full benefits of membership
- g. Refunds of a membership fee will be provided at AusCycling's sole and absolute discretion. Each particular circumstance is unique and the exercise of discretion by AusCycling in one instance, does not create the obligation to exercise that same discretion in another.
- h. If AusCycling exercises its discretion to refund a membership fee, the refund of money owed (less any cancellation fee) will be arranged with the member.
- i. For automatically renewed memberships (except for Race Membership Payment Plans during the minimum term), if the membership automatically renews at the end of its term and for any reason the member determines they do not wish to renew the membership, the member may cancel this membership any time within seven (7) days after the membership has automatically renewed, and provided the request is in writing, make a request for a refund of any membership fees paid.
- j. There is no entitlement to a refund should the request for a refund be made after the applicable period of the membership expires.
- k. Refunds of a membership fee in this context only applies to the AusCycling fee and does not apply to the Club fee or any other fee payable by the member in relation to their participation in a cycling discipline.

#### Club Transfers

35. For annual memberships or Race Membership Payment Plans, a **primary** club transfer can be requested in writing to AusCycling during the term.
36. I accept full responsibility to notify my current club of my wish to transfer and making good any outstanding payments I have before submitting the request to transfer/transferring.
37. I understand that my former primary club can request a suspension of my membership if the transfer request has been completed and it is found that I have outstanding payments.
38. All club transfer requests made during your membership term will incur a \$10 administration fee.
39. I understand that club fees cannot be pro-rated and to complete the transfer process, I must pay the club fee and administration fee in full.
40. For monthly recreation memberships and expiring annual membership, a club transfer can be done manually at the expiration of your monthly/annual membership.
41. For monthly recreation or expiring annual memberships, clauses 35 & 36 still apply.

## SCHEDULE 1

### **For recreational services or activities provided throughout Australia:**

For recreational services to which the Australian Consumer Law (Commonwealth) applies: By signing this form, I agree that the liability of AusCycling in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. 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;
- e. that is or may be harmful or disadvantageous to me or the community;
- f. that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities; is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

### **For recreational services or activities provided in NSW or WA:**

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of AusCycling in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)* or *Civil Liability Act 2002 (WA)*, as applicable) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. 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:
  - I. that is or may be harmful or disadvantageous to me or the community;
  - II. that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities; is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

### **For recreational services or activities provided in Victoria:**

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the *Australian Consumer Law and Fair Trading Act 2012*:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, AusCycling, are required to ensure that the recreational services supplied to you:

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the *Australian Consumer Law and*

*Fair Trading Act 2012 (Vic)*. Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of AusCycling for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

### **For recreational services or activities provided in ACT, Queensland or Tasmania:**

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this membership application form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of AusCycling flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of AusCycling will, at the discretion of AusCycling, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

### **For recreational services or activities provided in South Australia:**

For recreational services to which the Australian Consumer Law (South Australia) applies: Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:

- a. statutory guarantee that those services will be rendered with due care and skill; and
- b. statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services). Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987*(SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third-party consumer suffer personal injury.

**Important:**

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

**Agreement to exclude, restrict or modify your rights:**

I agree that the liability of AusCycling for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

**Definitions:**

Recreational services are services that consist of participation in -

- sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

**Further information:** Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

**For recreational services or activities provided in Northern Territory:**

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By signing this form, I agree that the provisions of Part 3.2, Division 1, subdivision B of the Australian Consumer Law (NT) do not apply to the services provided to me, and AusCycling incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document, I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

END



**LET'S RIDE  
TOGETHER**