



NSW POLICE LEGACY

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT - REMEMBRANCE BICYCLE RIDE 2020, 15TH NOVEMBER 2020

AGREEMENT TO PARTICIPATE IN A BICYCLE RIDING EVENT

Warning: This is an important document which affects your rights and obligations. You must read this document carefully. Do not click the agreement button or submit your registration unless you are satisfied you understand and agree with the matters contained within it. If you are in any doubt about your rights and obligations, you should seek legal advice before you register for the event.

INTRODUCTION

Each participant or, 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 years of age), must read and acknowledge this 'Acknowledgement and Assumption of Risks & Release and Indemnity Agreement' form (hereafter "Form"). The participant or, if applicable, the participant's parent/natural guardian/legal guardian, is referred herein as "I" or "my".

By acknowledging this Form the participant (or the participant's parent/natural guardian/legal guardian) agrees with the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the Organiser") that they are by this Agreement entitled to participate in the bicycle riding event listed in Schedule 2 (herein called "the Event") on the terms and conditions set out in this document and any other terms and conditions as documented on the Event website (<https://portal.policelegacynsw.org.au/events/6/2020-remembrance-bicycle-ride>).

ACKNOWLEDGEMENT OF RISKS, DANGERS AND OBLIGATIONS

I acknowledge that I have legal authority to act on behalf of myself, or a minor (as described above) that I have the legal authority to act for. By participating in the Event, I acknowledge my acceptance of the terms and conditions set out on the Event website and within the Event's online registration.

I acknowledge that the Event takes place indoors or outdoors and can include but not be limited to: warm-up exercises, competitive bicycling, both in practice and in the Event; participation in challenges, clinics, training, demonstrations or other games and activities, attendance at any activities, and use of any equipment (the Event and other activities 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 the Organiser, structured or unstructured and include free time.

I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as "Risks") of these Activities can cause injury, damage, death or other loss to me, or the minor participants within my care, or others. I give permission for the minor participants within my care, as applicable, to participate in all Organiser Activities and agree to discuss this Form, and specifically, the Activities and inherent Risks, with minor participants within my care.

The following describes some, but not all of the inherent Risks, as applicable to participant's Activities:

Risks in any competitive or athletic Activity. Training for, practicing or competing in bicycling events involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the participant's speed and abilities.

Risks present in an outdoor environment. Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice; fast moving or deep lakes, oceans or other water bodies; currents or white water; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects and other natural or man-made hazards. Hazards may not be marked or visible and weather is always unpredictable.

Bicycling Risks. These Risks include the risk of losing control and falling to the ground, colliding with objects (including parked or moving vehicles and/or other bicycles) or people (including the general public, co-participants, volunteers, or spectators) on land, tripping or falling down, or encountering other road/trail hazards.

Personal health and participation Risks. The Risk of contracting communicable disease(s), including but not limited to COVID-19, from other person(s) before, during, and/or after the Event and other activities. The Risk that a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), known or unknown, combined with participation in these Activities and associated Risks could result in injury, damage, death or other loss. The Organiser cannot anticipate or eliminate Risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

Equipment Risks. The Risk that equipment used in Activities may be misused, or may break, fail or malfunction. The participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment.

Supervision and Activities Risks. I understand that neither the Organiser nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participants during the Activities or at any time. I agree that I am solely responsible for my well-being at all times; and , if applicable, as a participant's legal guardian agree to take sole responsibility for a minor participant's well-being and supervision before, during and after the Event and other activities, at all times.

I acknowledge that bicycle riding is dangerous and that by engaging in its Activities and participating in the Event I am exposed to certain Risks and dangers. **I acknowledge that: -**

- (a) I (or minor participants within my care, as applicable) may be seriously injured, physically or mentally, and may be killed.
- (b) My (or the minor participants within my care, as applicable) bicycle, property or equipment may be damaged, lost or destroyed.
- (c) Other participants may ride dangerously or with lack of due skill care and attention causing injury or death to myself (or to the minor participants within my care, as applicable), and damage to my (or the minor participants within my care, as applicable) bicycle or property.
- (d) The roads or conditions encountered during the course of the Event may be hazardous and may vary without warning or predictability and without the knowledge of the Organiser.

- (e) The Organiser and any agent or representative of the Organiser may be required to make decisions under pressure of time and in response to unforeseen conditions or circumstances encountered during the Event.
- (f) There may be no or inadequate facilities for my (or the minor participants within my care, as applicable) treatment or transportation to medical facilities if I/we are injured or killed in the course of the Event.
- (g) I have (or the minor participants within my care, as applicable) an obligation to myself and to other participants in the Event as well as other road users to participate safely in the Event.
- (h) I have (or the minor participants within my care, as applicable) an obligation and agree to abide by all laws and regulations, including all road traffic laws, regulations and rules, in all States and Territories in which the Event is conducted.
- (i) I have (or the minor participants within my care, as applicable) an obligation and agree to abide by all reasonable requests and directions made by the Organiser during the course of the Event.
- (j) I am (or the minor participants within my care, as applicable) personally responsible for ensuring that we wear appropriate protective clothing and equipment at all times during the Event.

I understand and agree: -

- (a) I (or the minor participants within my care, as applicable) will review all materials received, accurately complete and agree to the registration information, documents and process, and all rules and policies. We will obey 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 and Organiser's Competition Rules. Failure to comply in any way with these matters may lead to me being disqualified from the Event.
- (b) By submitting this entry, I agree that I/we are to be bound by and comply with all policies, procedures and/or other rules adopted by Organiser (as may be amended from time to time and at any time by Organiser), and the authority given to Organiser under those rules.
- (c) My (or the minor participants within my care, as applicable) final acceptance and participation in the Event is contingent upon Organiser's receipt and review of all required information and forms, including this Form.
- (d) I am (or the minor participants within my care, as applicable are) fully capable of participating without causing harm to others. I further agree that participating in these activities requires fitness and endurance, that I am solely responsible for my (or the minor participants within my care, as applicable) conditioning and fitness before, during and after the activities, and that I, in conjunction with my physician, am responsible for determining whether these activities are appropriate for me (or the minor participants within my care, as applicable), before participation in the event.
- (e) Dependent on where I am (or the minor participants within my care, as applicable) located geographically to participate in the Event, health and safety measures may be in place due to the potential spread of COVID-19 (including public advisories, laws and regulations). I/we must observe and comply with all applicable laws, regulations and advisories in place during participation in the Event, including those in relation to COVID-19 and public health. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death. According to the World Health Organisation, senior citizens and persons with underlying medical

conditions are especially vulnerable. By participating in the Event in a public place, I voluntarily assume all risks related to exposure to COVID-19.

- (f) The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Organiser cannot assure my (or the minor participants within my care, as applicable) safety or eliminate any of the risks. I understand I can and should consult Organiser representatives if I have further questions about the activities or the associated risks; and
- (g) I am (or the minor participants within my care, as applicable are) voluntarily participating, and acknowledge the inherent risks in connection with the activities. Therefore, I/we agree to accept full responsibility for the inherent and other Risks (both known and unknown) of the Activities, and for any injury, damage, death or other loss suffered, resulting from those inherent and other Risks, including but not limited to the Risk of my, or the minor participants within my care, as applicable, a co-participant's and/or a third party's passive or active negligence or intentional or other misconduct.**

INDEMNITY

In consideration of the Organiser accepting my (and the minor participants within my care, as applicable) application to participate in the Event, I agree to release and indemnify and to keep indemnified and to hold harmless the Organiser and each of their servants, agents, officeholders and officials from and against all actions, claims, suits and demands including any claims for costs, expenses and damages (of any kind whatsoever) arising out of or in any way relating to the Event or my (or the minor participants within my care, as applicable) death or any injury, loss or damage caused to or by me/us or to my /our bicycle, property or equipment whether caused by negligence, breach of contract, breach of duty of care or in any other manner whatsoever.

SCHEDULE 1

NSW Police Legacy, its Board of Directors and staff.

Police Association of New South Wales, Police Bank, EML and other partners of the event.

New South Wales Police Force.

Organising committee members of the Remembrance Bicycle Ride 2020.

Any appointed consultants.

SCHEDULE 2

The Remembrance Bicycle Ride 2020 will commence from various locations, as determined by individual or team registrants. The event will take place on Sunday, November 15th, 2020.

For further information see the event website.