

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

TO: Mountain Bike Australia Inc. and James Williamson Enduro Challenge

In consideration of Mountain Bike Australia Inc. ("MTBA") accepting my participation in any individual event sanctioned by MTBA ("The Willo Enduro") or organised by James Williamson Enduro Fund and Southern Highlands Cycling Club which may involve a significant risk of physical harm, I agree to this release of claims, waiver of liability and assumption of risk. I am aware that mountain biking is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.

I accept all of the inherent and obvious risks and that mountain biking is a dangerous recreational activity and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge that the enjoyment and excitement of mountain biking is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my participation.

I hereby release and forever discharge from all liability and agree not to sue MTBA, the Willo Enduro and their officers, employees, volunteers, agents, contractors, public bodies, land holders and sponsors from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in the event.

I hereby indemnify and hold harmless MTBA, the Willo Enduro, and their officers, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in the event

I further agree:

1. That if I suffer injury MTBA and / or the Willo Enduro can arrange medical treatment and emergency evacuation services as MTBA and / or the Willo Enduro deem essential for my safety and that I am responsible for those costs except to the extent provided for by MTBA.
2. That the details of my injuries and of my treatment can be released to an authorized officer from MTBA upon request.
3. I will advise the event organisers if I have a specific medical condition that may affect my safety or the safety of others.
4. That my name, results, photographs, video, audio recordings, multimedia or film likeness can be used for any legitimate purpose by MTBA, the event organiser, the sponsors, or assigns.

5. That I will submit a urine or blood sample for analysis if required.
6. That I acknowledge that the consumption of alcohol is prohibited before or during any practice or competition for the event.
7. That I will adhere to the Code of Conduct published by MTBA from time to time.
8. That if the event is rescheduled and I do not wish to attend the new date, I will advise the event organisers within 10 days of email notification of the new date to receive my refund.
9. That if I cancel my entry to the event by midnight (EST) on the Sunday before the event, I am entitled to a refund of my entry fee, less a 10% administration fee.
10. That if I cancel my entry after midnight (EST) on the Sunday before the event, I am not entitled to a refund but I may transfer my entry to another rider or team.