

DISCLAIMER

Stand T.A.L.R Ride 2020

Western Australian Prison Officers' Union of Workers, supported by The Black Dog Ride, to all persons participating in the charity motorcycle ride held on Saturday January 18, 2020.

1. DEFINITIONS

You and Your

Means the person/s participating in the event.

Beneficiary

Means Black Dog Ride Australia Ltd ACN 167 278 944.

Vehicle

Means a car or motorcycle.

Other person

Means any other person travelling as a passenger in / on your vehicle, including children under the age of 18 in your care.

Event

Means the Stand T.A.L.R Ride 2020.

Harm

Means death, personal injury (including burns), psychological trauma, liability of any kind, loss of any kind, or damage of any kind (including property damage).

Organisers

Means Western Australian Prison Officers' Union of Workers ABN 98 518 622 745, its directors, officers, employees, agents, volunteers, and contractors, together with the Beneficiaries, local councils and all other public bodies, landholders, sponsors and suppliers in any way involved in the organisation or conduct of the Event.

Participant

Means any person participating in the Event.

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.

Road Rules

Means all:

(1.a) Statutes, regulations or by-laws of the Commonwealth of Australia, or any state or territory of the Commonwealth of Australia or a government agency; and

(1.b) Requirements and approvals (including conditions) of the Commonwealth of Australia or any state or territory of the Commonwealth of Australia or a government agency that have the force of law, governing the behaviour of road users; and

Terms

Means the terms and conditions of this disclaimer for entry into the Event.

2. REGISTRATION

2.1 Registration generally

(2.1a) By agreeing to participate in the Event, You acknowledge that You have read the Terms of this disclaimer and agree to be bound by them.

(2.1b) You warrant that You are 18 years or older and that the information You have provided to the Organisers is true and correct.

(2.1c) You agree to print, sign and return this disclaimer and hand it to the Organisers of the Event. You agree that You will be bound by the Terms of this disclaimer even where the Organisers do not receive a signed disclaimer from You.

(2.1d) You acknowledge that participation in the Event is not transferrable to any other party.

2.2 Registration of Other Person

If You register an Other Person to participate in the Event, You:

(2.2a) Certify that You are authorised to do so (including where that Other Person is under the age of 18 years, by the parent or guardian of that Other Person);

(2.2b) Certify that the Other Person Whom You are authorised to register has read, and agreed to be bound by the Terms of this disclaimer as if the Other Person were the person signing and agreeing to the Terms of this disclaimer personally;

(2.2c) Agree to print out, have the Other Person (or his or her parent or guardian where the Other Person is under the age of 18) sign and return this form to the Organisers at 63 Railway Parade, Mount Lawley, WA 6050 or wapou@wapou.asn.au but You and the Other Person agree that You and the Other Person will be bound by the Terms of this disclaimer even where the Organisers do not receive a form signed by You or the Other Person; and

(2.2d) Grant an indemnity to the Organisers of the Event against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Organisers or which the Organisers may pay, sustain or incur as a direct or indirect result of any breach or non-performance of clauses and certify that You are authorised to do so (including where that Other Person is under the age of 18 years, by the parent or guardian of that Other Person).

3. REGISTRATION OF CHILDREN UNDER 18 YEARS OF AGE

If, on the date of the Event, the Other Person is under the age of 18 years:

(a) A parent or guardian must complete the registration process (in the manner described in this clause Registration), including agreeing to be bound by the Terms of this disclaimer, on the Other Person's behalf; and

(b) The Other Person must be supervised by a parent or guardian who must complete the registration process (in the manner described in this clause Registration), including agreeing to be bound by the Terms of this disclaimer, on the Other Person's for the entire duration the Event.

4. RELEASE

In exchange for being able to participate in the Event, You agree:

(a) To release the Organisers from all liability for Your Harm howsoever arising from Your participation in the Event, except to the extent prohibited by law;

(b) That the Organisers do not make any warranty, implied or express that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purposes for which they are supplied, except to the extent prohibited by law; and

(c) To attend and participate in the Event and any associated Activities at Your own risk.

5. CONDUCT

5.1 Your responsibilities

The Participant is / You are responsible for ensuring that:

(5.1a) You are in an appropriate physical and mental condition to participate in the Event including taking into account Your level of health, fitness and fatigue;

(5.1b) You will be / are present for the Event safety briefing at the start of the Event at a time and location specified by the Organiser in which You are participating.

5.2 If You are going to drive a car / ride a motorcycle during the Event:

(5.2a) You hold a current drivers licence of an Australian state or territory or a recognised current international drivers licence for the class of motorcycle / car which You will operate in the Event, You have sufficient experience and is not subject or under probation or subject to licence disqualification or licence suspension for any reason;

(5.2b) You will not operate any vehicle or be a passenger in / on any vehicle while under the influence of alcohol or drugs;

(5.2c) You will comply with all Road Rules at all times;

(5.2d) You, as a driver, rider, passenger or Other Person are dressed appropriately for motorcycle riding / driving including wearing a helmet that meets the requirements of the Road Rules, motorcycle safety wear, leathers and enclosed shoes, including the wearing of seat belts where required by law; and

(5.2e) Any motorcycles, trailers or other motor vehicles which are used by the Participant, You, during, before or after the Event, are road worthy and have a current registration in a state or territory of Australia.

5.3 You agree to promptly follow all directions:

(5.3a) Given by the Organisers during the conduct of the Event; and during the Event, You must not engage in any conduct that may cause Harm to another Participant or their property, or in any criminal activity, bad language or other antisocial behaviour that will interfere with the conduct of the Event or damage the reputation of the Event and the Organisers.

(5.3b) The Organisers reserve the right, in their absolute discretion, to refuse to allow You or Other Persons to participate in the Event, or to require You to immediately withdraw from the Event and leave an Event venue at any time if You breach the Terms of this disclaimer, or otherwise where the Organisers determine it is in the best interests of the Event to do so, and in any such case You will have no claim against the Organisers for any Harm you may suffer.

5.4 Risks; The Participant acknowledges that:

The risks associated with attending or participating in the Event, and participation in this Event by You may result in You or Other Persons suffering Harm, which may include but is not limited to:

(5.4a) Motor vehicles, motorcycles (or parts of them) colliding with other motor vehicles, motorcycles, persons or property;

(5.4b) Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event;

(5.4c) The failure or unsuitability of Your motorcycle or motor vehicle or equipment during the Event;

(5.4d) Dangerous driving conditions caused by road surfaces, escape of domestic or wild animals, unsuitable public roads, lack of Event services or equipment to ensure the safety of You and all Other Persons and property during the Event;

(5.4e) Accidents (and resulting injuries) arising from exposure to inclement or extreme weather conditions; and

(5.4f) Accidents (and resulting injuries) caused by fatigue of You, other Participants or Other Persons or road users.

(5.4g) Motorcycle riding as a driver or passenger / driving a car in this event / being a passenger or pillion is dangerous and that accidents causing Harm can and do happen and may happen to You and Other Persons;

(5.4h) The risks associated with attending or participating in the Event that You or Other Persons may suffer, Harm, as a result of participation are enhanced because You may be in remote locations that are far from medical facilities and have limited access to telecommunications services;

(5.4i) You agree that it is Your choice to participate in the Event on the day (either as a driver or passenger of a motorcycle or other motor vehicle) and when deciding to participate in the Event on the day, You must consider Your riding and / or driving ability (as applicable), the actual and forecasted weather conditions, the condition of the roads and the condition of the equipment, motorcycle or other motor vehicle being used by You (as applicable).

6. MEDICAL TREATMENT

(a) You consent to receive and pay for any medical treatment (including without limitation, ambulance or emergency transportation) which is considered by the Organisers to be advisable or deemed reasonable before, during or after the Event and agree to indemnify and keep indemnified the Organisers for all costs associated with this medical treatment.

7. WAIVER OF LIABILITY

(a) To the fullest extent permitted by law (including but not limited to Section 139A of the Competition and Consumer Act 2010 (Cth)); The Organisers exclude all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by You in connection with the Event, including in respect of any:

- Death
- physical or mental injury (including aggravation, acceleration or recurrence of such an injury)
- contraction
- aggravation or acceleration of a disease or coming into existence
- aggravation or acceleration or recurrence of any other condition, or
- Any occurrence that is or may be harmful or disadvantageous to You arising from Your participation in the Event, including
- not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any consumer guarantees under Schedule 2 to the Competition and Consumer Act 2010 (Cth) (the "Australian Consumer Law") or arising under any state or territory law or due to negligence by any of the Organisers or for breach of contract.

(b) Nothing in this document excludes, limits or modifies the application of the Australian Consumer Law or any other applicable state or territory law, or the exercise of any rights or remedies conferred by the Australian Consumer Law or any other applicable state or territory law where to do so would contravene the Australian Consumer Law.

8. INDEMNITY

(a) You indemnify the Organisers to the fullest extent permitted by law, from and against all actions, claims, proceedings, demands, liabilities, losses, damages (including indirect and consequential loss), expenses, costs (including legal costs on a full indemnity basis) whatsoever that may be incurred by You as a direct or indirect result of Your participation in the Event including, but not limited to, as a result of a breach or non-performance of the Terms if this disclaimer or any wrongful, wilful or negligent act or omission.

9. PRIVACY

(a) You consent to the Organiser collecting and using images and photographs taken of You whilst participating in the Event and displayed on the Organisers Website for promotional and fundraising purposes to the extent permitted by law.

(b) You agree that photographs taken at the Event can be used in advertising and promotional material by the Organisers provided all images taken of You and Other Persons under the age of 18 years will reflect behaviour that is appropriate and will meet community standards of acceptable dress and behaviour will not contain Your personal details, and understand the Organiser of the Event will remove any photographs taken on You during the Event where requested by You or the parent or guardian of an Other Person aged under 18 years of age.

10. CANCELLATION OF THE EVENT

(a) You agree that the Organisers may in their sole and absolute discretion cancel or postpone the Event at any time before or during the Event, and if that occurs, You will have no claim for damages or loss of any kind against the Organisers.

11. AMENDMENT OF TERMS

(a) You acknowledge that the Organisers may amend the Terms of this disclaimer at any time, in their sole discretion, but must notify You where an amendment is important and is likely to have a detrimental impact on You.

12. ACCEPTANCE OF CONDITIONS SEVERANCE

(a) If any provision within this disclaimer is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this disclaimer or affecting the validity or enforceability of that provision in any other jurisdiction.

13. RISK WARNING AND ACKNOWLEDGEMENT

(a) Your participation in the Event may involve risk. The risks involved may result in personal injury including death. Prior to participating in the Event, You must ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have.;

(b) By signing below, You acknowledge, agree, and understand that participation in the Event including the services provided by the Organisers may involve risk. You agree and undertake any such risk voluntarily and at Your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation.

(c) **WARNING:** If You participate in the Event Your rights to sue the Organisers if You are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this disclaimer;

(d) **NOTE:** The change to Your rights, as set out in this disclaimer does not apply if your death or injury is due to gross negligence on the Organiser's part;

13.1 Acknowledgement

(13.1a) Each Participant registered to participate in the Event accepts the Terms of this disclaimer and acknowledges the risks arising from attending and / or participating in the Event.

(13.1b) I hereby acknowledge that I have read, understood and accept this Waiver and Release disclaimer document and agree to be bound by this disclaimer in relation to my participation in the Event.

FULL NAME	SIGNATURE	DATE

14. PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

(a) For persons under the age of 18 years participating in the Event, the following parent/guardian consent must be completed:

(b) I, the parent/guardian of a minor, am registering, having read this disclaimer document and understand the Terms and all contents, including the exclusion of liability and assumption of risk, and have explained the Terms of this disclaimer to the minor, CONSENT to the minor participating in the Event at his / her own risk.

PARENT / GUARDIAN FULL NAME	SIGNATURE	DATE

MINOR FULL NAME	SIGNATURE	DATE