

PARTICIPANT RELEASE AND WAIVER

IN CONSIDERATION of being given the opportunity to participate in the 2013 Newcastle Overnight Ride (the "Activity"), I agree to following:

1. **I KNOW THIS IS DANGEROUS.** I fully understand that: (a) **CYCLING IS INHERENTLY DANGEROUS AND INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks")**; (b) Risks may include, but are not limited to collision with pedestrians, vehicles, other riders, or fixed or moving objects, and dangers arising from surface hazards, equipment failure, weather, inadequate safety equipment, use of equipment or materials provided by the Releasees or others; (c) these Risks may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the area and conditions in which the Activity takes place, or my negligence or the negligence of the Releasees names below; and (d) there may be other Risks not known to me or not readily foreseeable at this time. **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.**
2. **I'LL LOOK AROUND AND USE GOOD JUDGMENT.** I will examine and inspect the Activity in which I participate. If I observe any condition, which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
3. **I WON'T SUE.** I RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE ORGANISERS, VOLUNTEERS AND EMPLOYEES, OR ANY SPONSORS, (each, the "Releasees") from all liability, claims, demands, losses or damages on my account, now or hereafter accrued, which are caused or allege to be caused in whole or in part by my participation in, association with or travel to and from the Activity, including my negligence, the negligence of the Releasees or otherwise, or negligent rescue operations; and I further agree that if, despite of this Release, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES**, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.
4. **I'M READY FOR IT** I understand that participation in the Activity may be extremely demanding both mentally and physically. I am qualified, in good health, and in proper physical and mental condition to participate in the Activity.
5. **I KNOW THIS RELEASE IS FOR REAL.** I am of full age and have the right to contract in my own name. I have carefully read this Release prior to its execution, I am fully familiar with it and **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.** This release shall be binding upon me and my heirs, executors, administrators, legal representatives, successors-in-interest, and assigns.
6. **OTHER BORING LEGAL STUFF.** This Release shall be governed by the laws of the State of New South Wales, exclusive of its conflicts of laws principles. This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Release may only be modified in a writing signed by the participant and Organisers. If any of the terms of this Release are found by a court of competent jurisdiction to be unenforceable or invalid, the remaining terms shall not be affected. Section headings are for convenience only!__

PRINT NAME:

SIGNATURE: _____

DATE: _____