PARTICIPANT TERMS AND CONDITIONS

Cycle for Cancer 2022

Entry into the Cycle for Cancer is deemed to be an acceptance of these Terms and Conditions of Entry.

Recitals

A. "Mater Foundation" means Mater Foundation Ltd as trustee for Mater Foundation (ABN 96 723 184 640) 14 Stratton Street, Newstead, QLD 4006
B. "Claims" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Cycle for Cancer.
C. "Releasees" means Mater Foundation and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants and any others who give recommendations or engage in risk evaluation regarding the Cycle for Cancer.

SUBMISSION OF THIS FORM, OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY, IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE CYCLE FOR CANCER.

1. Participant Details

I wish to participate in Cycle for Cancer and understand that participation has inherent risks, including but not limited to risks to my personal heath arising from the physical nature of Cycle for Cancer.

2. Acknowledgement and Certification

- I am aware of the fitness level required to undertake the Cycle for Cancer and certify that I am physically capable of participating in Cycle for Cancer and accept all risks associated with my participation in it.
- I warrant that I am in a good state of health, that I am not receiving any medication or taking any substance which may affect or interfere with my ability to engage in the Cycle for Cancer and, other than as set out below, that I am free from any injury, medical condition (including but not limited to advanced pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Cycle for Cancer or which may affect or interfere with my ability to engage in the Cycle for Cancer.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Cycle for Cancer, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that the Mater Foundation recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Cycle for Cancer and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I agree to take full responsibility and assume liability for any and all costs incurred as a result of my participation in the Cycle for Cancer.
- I acknowledge that Mater Foundation have instituted its rules and safety procedures for the protection of the participant and co-participants. I confirm that prior to participating in Cycle for Cancer that I will familiarise myself with those rules and safety procedures and follow them throughout the event.

3. Fundraising

I understand that all donations processed by Mater Foundation are non-transferable and non-refundable, even if I do not participate in the event.

I understand and acknowledge that if I hold any fundraising activities in conjunction with or related to the event I agree to the below requirements:

A. All raffles and similar fundraising activities are to be conducted in accordance with relevant legislation in Queensland the Charitable and Non-Profit Gaming Act 1999. Queensland Government information available at: https://www.business.qld.gov.au/industry/liquor-gaming/gaming/not-profit-charitable/competitions-raffles-bingo;
B. Any activities where liquor is to be consumed or sold must be in accordance with relevant legislation. A Community Liquor Permit may be required and is available from OLGR for a fee (payable by the Participant) and must be applied for at least 21 days prior to the fundraising event. For more information, please see https://www.business.qld.gov.au/industry/liquor-gaming/liquor
C. Funds raised on behalf of Mater Foundation should be held in a safe secure place, prior to being deposited directly into the Mater Foundation bank account;
D. Mater Foundation and/or Mater Misericordiae Ltd will not be held responsible for any financial losses, damage to property or personal injury suffered as a result of the fundraising activities; and
E. Any costs incurred by the organiser of a fundraising activity is at the expense of the organiser and not Mater Foundation.

4. Waiver of Liability and Indemnification

In consideration of Mater Foundation accepting my entry into the Cycle for Cancer I absolutely release and waive any Claim I might otherwise have against the Releasees in respect of any injury, death, loss or damage I suffer as a result of my participation in the Cycle for Cancer, howsoever arising, including any loss or damage arising from a breach of contract and/or negligence by the Releasees.

I indemnify and hold harmless the Releasees against any loss or damage suffered by them as a result of any Claim made by or against me during the Cycle for Cancer howsoever arising, including as a result of any act, neglect or default caused by me during the Cycle for Cancer.

I acknowledge that under the Civil Liability Act 2003 (Qld), the Releasees will not be liable for any harm suffered by me due to the materialisation of an obvious risk to my participation in a dangerous recreational activity. I acknowledge that participation in the Cycle for Cancer is a dangerous recreational activity.

5. Media and Photography

I grant to Mater Foundation and its affiliated entities or contractors and/or the media my permission and authority to use my name, image, voice, and/or likeness in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record captured during the Cycle for Cancer for any purpose whatsoever without compensation.

I acknowledge my personal information, including photos, is collected, held and used by Mater Foundation for event coordination and administration purposes, Mater Foundation event marketing and Mater Foundation fundraising activities. Please contact us if you do not consent to Mater Foundation holding and/or sharing your personal information. Our privacy policy is available at www.materfoundation.org.au/privacy.

6. Communication

I understand that my email address will be used for registration confirmation and updates about the Cycle for Cancer as well as support to help me reach my fundraising and training goals. From time to time Mater Foundation may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than information that relates to this Cycle for Cancer) I can contact the Mater Foundation Supporter Operations team via foundation@mater.org.au or by calling 07 3163 5666

I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Mater Privacy Policy I can contact the Mater Foundation Privacy Officer via email to: FoundationPrivacy@mater.org.au or by calling 07 3163 8000.

Persons under the age of 18 will not receive be contacted regarding fundraising.

7. T-Shirts & Merchandise

I acknowledge Mater Foundation has pre-ordered event branded T-shirts and I understand that best endeavours will be made to provide me with my preferred T-shirt size. Should my allocated size be unavailable the closest size will be allocated to me. Should all t-shirts be exhausted, an alternate item of merchandise, chosen at Mater Foundation's discretion, will be provided .

9. Majority Age

I affirm that I will be 18 years of age or older at the time of the Cycle for Cancer. If I am under the age of 18, I understand a parent or guardian must accept this Waiver and Release of Liability on my behalf.

10.Cancellation and Changes

I acknowledge that Mater Foundation reserves the right to cancel or postpone the Cycle for Cancer in the event of unforeseen circumstances.

I acknowledge Mater Foundation may need to change the event formator other Cycle for Cancer conditions at its discretion. If this occurs, these terms and conditions apply to the changed conditions.

11. Acknowledgement of Understanding

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read these Terms and Conditions, including the Waiver of Liability and Indemnification, and fully understand its contents. I am aware that this is a release of liability and binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue.
I acknowledge that I am accepting this Waiver and Release freely and voluntarily, and intend by accepting to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand if I am under 18 years of age, a parent or guardian must accept these Terms and Conditions and Waiver of Liability and Indemnification on my behalf.