

Race No: [ ]

Acknowledgement, Release and Indemnity

This is an important document which affects your legal rights and obligations. Please read it carefully. All competitors must sign this form. (If you are under 18 years a parent/guardian must also sign this form)

- 1. In consideration of AROC Sport Pty Ltd (the "Event Organisers") accepting my participation to the Capital Punishment MTB Enduro to be held on 29 May 2010 (the "Event") I agree to this release of claims, waiver of liability and assumption of risk.
2. I have read the competitor briefing and information relating to the Event.
3. I understand the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death while participating in the Event.
4. In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
5. I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of mountain biking is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event.
6. I acknowledge and understand that whilst participating in the Event:
- I may be injured, physically or mentally, or may die from various causes including, but not limited to, over exertion, dehydration, cardiac arrest, accidents with other participants, spectators and road users or accidents caused by my own actions;
- My personal property may be lost or damaged;
- I may cause injury to other persons or damage their property;
- The conditions in which the Event is conducted may vary without warning;
- I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me.
- There may be no or inadequate facilities for treatment or transport of me if I am injured;
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event
7. I agree that if I am injured or require medical assistance the Event Organisers can at my cost arrange medical treatment and emergency evacuation as deemed necessary by the Event Organisers. I agree that I am responsible for my own medical and ambulance insurance.
8. I agree to release, indemnify and hold harmless the Event organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders including the Department of Defence and the Majura Military Training Area and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.
9. I also agree that in the event I am injured or my property is damaged I will bring no claim, legal or otherwise, against the Event Organisers in respect to that injury or damage.
10. I agree to AROC Sport entering my personal details in the entry form into a database which will be used for the administration of the Event and which may be used for future marketing and promotion of AROC Sport.
11. I agree to allow my name, results, photographs video, multimedia or film likeness to be used for any legitimate purpose by AROC Sport, the sponsors, or assigns without payment or compensation.
12. I acknowledge that my image may be taken by an Event photographer and that Event photographer may contact me to offer for sale images of me at the Event.
13. I agree to abide by the Event rules and the directions of all Event officials.
14. I acknowledge that the Event Organiser may change the advertised course without notice if the Event Organisers deem this necessary. I also acknowledge that the Event Organiser may cancel the Event due to weather conditions, safety considerations, terrorism or 'acts of god' and that in such circumstances my entry fee will be non-refundable.

Name:..... Signed:..... Date:.....