



RISK RESPONSIBILITY & WAIVER FORM

IMPORTANT RISK WARNING: READ THIS CAREFULLY

By its very nature, the Charity Ride is challenging and demanding and involves risk. You are participating in the Charity Ride with the expectation of deriving for yourself personal rewards that are outside your ordinary experience. Accompanying that are risks that you will encounter which are also outside your ordinary experience.

The Charity Ride may be hazardous, even under the safest conditions possible. You should expect to encounter dangers and risks including, riding in a group on busy roads and country roads where large vehicles such as road trains will be encountered.

The Charity Ride will involve physical demands that will be outside most people's ordinary experience. Any lack of physical condition, health or stamina will add to your risk in participating in the Charity Ride.

Control over elements of the Charity Ride will be in the hands of parties other than KIDS FOUNDATION ABN 85 109 669 794 that may result in inconvenience to you; changes in scheduling, or your expectations not being met. Patience and flexibility will be required of you.

During the course of the Charity Ride, you will be at some locations which are remote. This means that if you suffer an injury, accident or illness, it might not be possible for you to get immediate or prompt medical attention. Emergency evacuations may be difficult to arrange and there may be delays. Communications with people outside the party undertaking the Charity Ride may be difficult.

You participate in the Charity Ride at your own risk.

1. These definitions apply to terms used in this document.

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|------------------------|--|
| Charity Ride | <ul style="list-style-type: none">refers to the physical Charity Ride; including those in any Charity Ride Program or Fitness Program, offered by KIDS Foundation |
| Charity Ride | <ul style="list-style-type: none">refers to the high tempo and physically demanding Charity Ride offered by KIDS Foundation. |
| KIDS FOUNDATION | <ul style="list-style-type: none">refers to the organisation KIDS Foundation ABN 85 109 669 794 of Unit 1, 37 Grandlee Drive, Wendouree, Victoria 3355 and also includes that company's directors, agents and employees. |
| Participant | <ul style="list-style-type: none">meaning the person named at the end of this document. |

2. The Participant enters into this document in consideration of the Charity Ride Cycle Challenge allowing the Participant to participate in the Charity Ride.

3. The Participant has voluntarily decided to participate in the Charity Ride.

4. The Participant voluntarily assumes all:



- a. inherent risks associated with the Charity Ride (that is, risks of something occurring that cannot be avoided by the exercise of reasonable care and skill); and
 - b. obvious risks associated with the Charity Ride (risks that, in the circumstances, would have been obvious to a reasonable person in the Participant's position, even if they have a low probability of occurring); and
 - c. to the extent legally possible, risks that are neither inherent risks nor obvious risks.
5. The Participant will not sue KIDS Foundation for any loss, damage or liability (whether in contract, tort, breach of statutory duty or otherwise and whether for personal injury, death, property damage, loss or destruction of property or otherwise) suffered by the Participant as a result of any of the following risks or anything occurring which is a manifestation of any of the following risks:
 - a. inherent risks associated with the Charity Ride (that is, risks of something occurring that cannot be avoided by the exercise of reasonable care and skill); or
 - b. obvious risks associated with the Charity Ride (risks that, in the circumstances, would have been obvious to a reasonable person in the Participant's position, even if they have a low probability of occurring); or
 - c. to the extent legally possible, risks that are neither inherent risks nor obvious risks.
6. The Participant consents to KIDS Foundation administering or arranging for any medical aid or preventative treatment which KIDS Foundation considers advisable in its discretion in the event of any injury, accident or illness suffered by the Participant in the course of undertaking the Charity Ride. KIDS Foundation will not have any liability to the Participant in relation to any such treatment or its quality or for not administering or arranging any such treatment. The Participant will pay for any such treatment and any evacuation or transport arranged by KIDS Foundation in connection with any such treatment.
7. The Participant releases KIDS Foundation from responsibility and will indemnify KIDS Foundation against any loss, damage or liability covered by condition 5 or 6
8. The Participant agrees to comply with the lawful instructions given by KIDS Foundation during, or regarding the conduct of, the Charity Ride.
9. The Participant promises KIDS Foundation that the Participant:
 - a. is at least 18 years old and has full legal capacity (unless disclosed otherwise by the Participant to KIDS Foundation in writing before the Participant signed this form and



- b. has fully and accurately disclosed, or will fully and accurately disclose, to KIDS Foundation the information in or called for by any questionnaire completed by the Participant before or after the Participant signs this document; and
 - c. will fully and accurately disclose to KIDS Foundation if any of the information changes or becomes incomplete, inaccurate or out of date for any reason before the Participant's participation in the Charity Ride is complete, as soon as that happens.
10. The Participant acknowledges that if the Participant is not the person who has entered into a contract with KIDS Foundation under which KIDS Foundation is to provide the Charity Ride, the Participant has no contract (other than under this document) with KIDS Foundation in relation to the supply of services or goods connected with the Charity Ride.
11. KIDS Foundation is not a carrier and is not liable for injury, death, loss of or damage to property or any other loss or damage suffered by the Participant in connection with carriage by land, sea or air in connection with the Charity Ride or in transit to or from the Charity Ride.
12. Except as required by any legislation:
 - a. KIDS Foundation gives no warranty or guarantee with respect to any product, commodity, article or other thing supplied by KIDS Foundation ; and
 - b. KIDS Foundation is not liable for the loss of use of tangible property which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of KIDS Foundation of any legal obligation it owes to the Participant.
13. Some laws, like the *Trade Practices Act 1974* in Australia, may create warranties, conditions, rights or remedies, in relation to the supply by KIDS Foundation of services or goods, that cannot be excluded, restricted, modified or limited (**'Non-Excludable Terms'**). To the fullest extent permitted by law, KIDS Foundation 's liability for breach of or under a Non-Excludable Term of which the Participant has the benefit is limited at KIDS Foundation 's option to the following:
 - a. in the case of services – supplying the services again or paying the cost of having the services supplied again; or
 - b. in the case of goods – repairing the goods, supplying equivalent goods or paying the cost of repairing the goods or supplying equivalent goods.
14. KIDS Foundation is not liable for indirect, special, economic or consequential loss or damage, or loss of revenue, profits, goodwill, bargain or opportunities, or loss of anticipated savings that the Participant incurs or suffers in any way, whether:



- a. KIDS Foundation caused it by its negligence; or
- b. KIDS Foundation knew or should have known of the possibility of the loss or damage.

15. The Charity Ride comprises recreational services (as defined in section 74 of the *Trade Practices Act 1974*) and KIDS Foundation excludes:

- a. any warranty that the recreational services will be rendered with due care and skill or that any materials supplied in connection with those recreational services will be reasonably fit for the purpose for which they are supplied; and
- b. any right that the Participant would otherwise have under, or because of a breach of, a warranty covered by paragraph (a); and
- c. any liability that KIDS Foundation would otherwise have under, or because of a breach of, a warranty covered by paragraph (a), to the extent that the warranty, right or liability would apply to liability for death or personal injury (as defined in section 74 of the *Trade Practices Act 1974*).

16. KIDS Foundation has a Privacy Policy which is attached to this document as Annexe 'A'. The Participant consents to the collection, use and disclosure of any personal information of the Participant as contemplated by KIDS Foundation's privacy policy. The Participant also consents to the use by KIDS Foundation in any advertising, broadcasting, telecasting or publishing Charity Ride of:

- a. any photograph or film taken by or on behalf of KIDS Foundation of the Participant; and
- b. any testimonial or endorsement of KIDS Foundation or any of its services given by the Participant and of the Participant's name in relation to the use of that testimonial or endorsement.

17. The courts of Victoria and Australia in Melbourne have non-exclusive jurisdiction to hear and determine disputes relating to the legal relationship between KIDS Foundation and the Participant which are within the respective jurisdictions of those courts (as regards the type of relief claimed and the amount involved in the dispute).



PRIVACY POLICY

KIDS FOUNDATION's Privacy Policy explains how KIDS FOUNDATION protects your privacy and confidentiality. This statement applies to your interaction with KIDS FOUNDATION. By submitting information to us, you consent to our using and disclosing your information in the methods described in this Privacy Statement.

Personal Information

KIDS FOUNDATION may collect the following information from its members, contractors, employees, applicants and other individuals KIDS FOUNDATION undertakes business interactions with:

Identification details – including name, address, contact numbers, email address and date of birth.

Health information – this includes the information provided on KIDS FOUNDATION's Charity Ride and Questionnaires which are completed upon registering for the KIDS FOUNDATION's Charity Ride. This information will not be passed on to outside parties. KIDS FOUNDATION understands that this information is highly sensitive and is only collected with your consent. This information is collected through application forms and KIDS FOUNDATION questionnaires and it assists KIDS FOUNDATION in providing its clients with personalised services.

Collection of Information

KIDS FOUNDATION may collect your personal information in a number of ways including:

1. From you directly or when you sign on to one of KIDS FOUNDATION's Charity Rides. We also collect Next of Kin contact details in the case of an emergency.

Updating Personal Information

KIDS FOUNDATION takes practical steps to ensure that the personal information gathered from clients is correct and current. This also relies on the accuracy of the information you provide. KIDS FOUNDATION requests that you keep your information up-to-date so that we can continue to provide you with a personalised service and ensure that you receive information on KIDS FOUNDATION's products and services.

KIDS FOUNDATION ask you to please:

1. let the office know if any of the information held on you is out of date or has changed;
2. update your details.

Use of Personal Information

Your personal information may be used by KIDS FOUNDATION in the following ways:

1. For the purpose for which the information was collected
2. To provide you with access to your personal information

This information allows KIDS FOUNDATION to provide a personalised and enhanced service to clients.

KIDS FOUNDATION will not use this information for any other purpose without your consent and will not pass this information onto third parties without your consent. When KIDS



FOUNDATION does temporarily provide personal information to companies who provide services to the organisation, such as insurance companies, KIDS FOUNDATION requires that these providers protect your personal information as thoroughly as we do.

Complaints about Privacy

If you have any complaints relating to online privacy issues on the KIDS FOUNDATION website, please notify the office via email administration@kidsfoundation.org.au

Securing your Personal Information

KIDS FOUNDATION takes reasonable steps to ensure that personal information is securely stored to prevent unauthorised access or disclosure. KIDS FOUNDATION cannot guarantee that unauthorised access to your personal information will not occur, whether it is during transmission or after the information has been received.

How to contact KIDS FOUNDATION

If you have any questions in relation to privacy please contact KIDS FOUNDATION.
Email: administration@kidsfoundation.org.au Ph. 1300 734 733

TERMS AND CONDITIONS

18. Definitions

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|-------------------------|---|
| Activities | <ul style="list-style-type: none">meaning the physical activities included in the Ride 4 KIDS 2018 |
| Balance Fees | <ul style="list-style-type: none">refers to the fees payable by the Participant to KIDS Foundation under the Booking Contract, less the Deposit. |
| KIDS Foundation | <ul style="list-style-type: none">meaning KIDS Foundation ABN 85 109 669 794 of 128 Burnbank Street, Wendouree, Victoria and includes that company's directors, agents and employees |
| Booking Contract | <ul style="list-style-type: none">is the contract between KIDS Foundation and the Participant in relation to the provision by KIDS Foundation of the Charity Ride |
| Charity Ride | <ul style="list-style-type: none">refers to the high tempo and physically demanding Charity Ride offered by KIDS Foundation. |
| Client | <ul style="list-style-type: none">is the person who makes a booking for the Charity Ride with KIDS Foundation, if the booking is accepted by KIDS Foundation |
| Deposit | <ul style="list-style-type: none">refers to the deposit payable by the Client to KIDS Foundation under the Booking Contract |
| External Event | <ul style="list-style-type: none">refers to any event, occurrence or circumstances outside the reasonable control of KIDS Foundation, including:<ol style="list-style-type: none">acts of God and public enemy; and |



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- b. restraints and action by any government, official or ruling authority; and
 - c. legislation passed by any government, official or ruling authority; and
 - d. strikes and labour troubles (no matter who was the instigator); and
 - e. riots and civil disturbances of any kind; and
 - f. epidemics; and
 - g. natural disasters, fires, landslides, earthquakes; and
 - h. war and terrorism.
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Participant • is a person who participates, or who is booked to participate, in the Charity Ride (and may be the Client or a person nominated by the Client).

Questionnaire • is the form titled 'Participant Questionnaire' which is attached to these terms and conditions.

Terrorism • is defined as:

- a. an actual or threatened domestic or international act or acts:
 - (i) that are violent in nature or are dangerous to human life and that are a violation of the criminal laws of the United States of America or Australia (or of any state or territory of the United States of America or Australia) or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia (or of any state or territory of the United States of America or Australia) and that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion or affecting the conduct of any government by mass destruction, assassination or kidnapping; or
 - (ii) that result in the denial of access to or services from web sites, computer networks or telecommunication equipment or the malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment or the interruption to the functioning of web sites or such properties and that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion committed by a person or persons acting alone, or on behalf of, or in connection with any organisation or with the goal of furthering any political, social, religious, ideological or similar objective (including if the act or acts involve chemical or biological weapons, nuclear reaction, nuclear radiation or radioactive contamination); and



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- b. action taken to prevent or defend against an act covered by paragraph (a).
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- Waiver Form**
- is the form titled 'Risk Responsibility and Waiver Form' which is attached to these terms and conditions.
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- War**
- describes war and military action and includes:
 - a. war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority; and
 - b. war-like action by military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or agents; and
 - c. insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
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19. Cancellations

1. The Client may cancel the Booking Contract only by written notice to KIDS Foundation
2. No refund of deposit or monies raised for KIDS Foundation will be provided.

20. Requirements of Participants

1. A Participant may attend and participate in the Activities only if the Participant:
 - a. is at least 18 years old and has full legal capacity (unless KIDS Foundation in its discretion agrees otherwise)
 - b. individually raises the minimum amount outlined for the particular event the participant is registering for; and agrees to make up any shortfall to this amount prior to the commencement of the event.
 - c. agrees to wearing exclusively the KIDS Foundation cycling uniform during all stages of the Ride 4 KIDS 2018

21. Conduct of Activities

1. Each Participant must comply with:
 - a. these terms and conditions; and
 - b. the lawful instructions given by KIDS Foundation during, or regarding the conduct of, the Activities. The Participant acknowledges that the charity ride is a single group



ride with one daily start and finish time for all that will be subject to terms and conditions imposed, not only by KIDS Foundation in relation to the safety of all participants, but also as dictated by the New South Wales/Queensland Police in relation to conditions imposed on permits given by them or any other Government Department for the conducting of the charity ride.

2. KIDS Foundation may expel a Participant from the Activities, and may refuse to allow the Participant to further participate in the Activities, if the Participant:

- a. breaches these terms and conditions in a substantial way; or
- b. disobeys a lawful instruction given by KIDS Foundation during, or regarding the conduct of, the Activities, including ignoring medical directions from the Team Doctor.

and from the time of the expulsion, KIDS Foundation:

- c. has no further obligation under the Booking Contract regarding that Participant; and
 - d. has no further liability to the Client (or the Participant); and
 - e. is not required to refund to the Client any money paid under the Booking Contract.
3. KIDS Foundation reserves the right to:
- a. change the Activities; and
 - b. cancel any component of the Activities.

4. The Client promises KIDS Foundation that, except as disclosed in the Participant's completed Questionnaire given to KIDS Foundation, each Participant is physically fit and capable of undertaking the Activities.

5. The Client must advise KIDS Foundation in writing of any special requests of any Participant (including dietary requests and health conditions) when making the booking.

6. KIDS Foundation is not obliged to meet any special requests, but if it does, the Client must pay to KIDS Foundation the resultant costs incurred or anticipated by KIDS Foundation before departure or commencement of the Activities (whichever is earlier).

22. KIDS Foundation may cancel the Event or vary the Activities if war or terrorism is occurring, threatened or anticipated:

- a. in any place where the bike ride is intended to be conducted; or



- b. in a place near where the bike ride is intended to be conducted; or
 - c. in a place from which any Participant is to depart for the bike ride; or
 - d. in a place through which, or near which, any Participant is to pass in transit to or from the Activities.
1. If KIDS Foundation varies the Activities, the variation may consist of any one or more of:
- a. the cancellation of any part of the Activities; or
 - b. the substitution of any new part of the Activities; or
 - c. a change to the place where the Activities are to be conducted; or
 - d. a change to the scheduling of the Activities; or
 - e. any other variation.

23. **Liabilities**

1. As between the Client and KIDS Foundation, the Client is liable for any loss or damage suffered by the Client or by a Participant due to:
- a. a breach by the Client of the registration booking; or
 - b. a breach by the Participant of the Participant's legal obligations to KIDS Foundation; or
 - c. an External Event; or
 - d. anything else for which, if a Participant is under 18 years old or does not have full legal capacity, KIDS Foundation would not have been liable under the Waiver Form had that Participant signed the Waiver Form in a way that was legally binding over the Participant.
2. KIDS Foundation is not a carrier and is not liable for injury, death, loss of or damage to property or any other loss or damage suffered by the Participant or any Participant in connection with carriage by land, sea or air in connection with the Activities or in transit to or from the Activities.
3. KIDS Foundation may act as a booking agent for hotels, airlines, air charters, bus companies and other parties providing accommodation, transport or other services. Each of those parties is independent of KIDS Foundation, which:



- a. has no control over those parties or their agents or employees; and
 - b. accepts no responsibility for the acts, omissions or conduct of those parties or their agents or employees.
4. Except as required by any legislation:
- c. KIDS Foundation gives no warranty or guarantee with respect to any product, commodity, article or other thing supplied by KIDS Foundation; and
 - d. KIDS Foundation is not liable for the loss of use of tangible property which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of KIDS Foundation of the Booking Contract or any other contract or agreement between KIDS Foundation and the Client or any Participant; and
 - e. the Client instead is liable for any loss of use specified in paragraph (b); and
 - f. KIDS Foundation is not liable for anything it does under condition
5. Some laws, like the *Trade Practices Act 1974* in Australia, may create warranties, conditions, rights or remedies, in relation to the supply by KIDS Foundation of services or goods, that cannot be excluded, restricted, modified or limited (**'Non-Excludable Terms'**). To the fullest extent permitted by law, KIDS Foundation's liability for breach of or under a Non-Excludable Term is limited at KIDS Foundation's option to the following:
- c. in the case of services – supplying the services again or paying the cost of having the services supplied again; or
 - d. in the case of goods – repairing the goods, supplying equivalent goods or paying the cost of repairing the goods or supplying equivalent goods.
6. KIDS Foundation is not liable for indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities, or loss of anticipated savings that the Client or any Participant incurs or suffers in any way, whether:
- c. KIDS Foundation caused it by its negligence; or
 - d. KIDS Foundation knew or should have known of the possibility of the loss or damage.
7. KIDS Foundation's maximum aggregate liability, whether for breach of the Booking Contract or in negligence or in any other tort or for any other common law, equitable or statutory cause of action or otherwise is the amount the Client has paid to KIDS Foundation



under the Booking Contract (but this does not apply in the case of a claim that KIDS Foundation has caused personal injury or death).

8. To the extent that the Booking Contract is for the supply of recreational services (as defined in section 74 of the *Trade Practices Act 1974*), KIDS Foundation excludes:

- d. any warranty that the recreational services will be rendered with due care and skill or that any materials supplied in connection with those recreational services will be reasonably fit for the purpose for which they are supplied; and
- e. any right that the Client or any Participant would otherwise have under, or because of a breach of, a warranty covered by paragraph (a); and
- f. any liability that KIDS Foundation would otherwise have under, or because of a breach of, a warranty covered by paragraph (a), to the extent that the warranty, right or liability would apply to liability for death or personal injury (as defined in section 74 of the *Trade Practices Act 1974*).

9. The Client indemnifies KIDS Foundation against any loss, damage or other liability:

- a. that the Booking Contract makes the Client's responsibility; or
- b. for which KIDS Foundation would otherwise be responsible to a Participant, but which the Booking Contract says KIDS Foundation is not liable for.

24. Privacy

1. KIDS Foundation has a Privacy Policy which is referred to in the Risk Responsibility & Waiver Form.

2. The Client consents to the collection, use and disclosure of any personal information of the Client as contemplated by KIDS Foundation's privacy policy.

3. The Client also consents to the use by KIDS Foundation in any advertising, broadcasting, telecasting or publishing activities of:

- c. any photograph or film taken by or on behalf of KIDS Foundation of any Participant; and
- d. any testimonial or endorsement of KIDS Foundation or any of its services by the Client or any Participant and of the Client's name in relation to the use of that testimonial or endorsement.

25. Law and courts

1. The Booking Contract is governed by the laws applying in Victoria, Australia.



2. The courts of Victoria and Australia have non-exclusive jurisdiction to hear and determine disputes under the Booking Contract or relating to the legal relationship between KIDS Foundation and the Participant or any Participant which are within the respective jurisdictions of those courts (as regards the type of relief claimed and the amount involved in the dispute).