

# MULGA BICYCLE TOURS (MBT)

## CANBERRA BIKE TOURS TERMS AND CONDITIONS



### 1 GENERAL

- 1.1 MBT, supplies the bike tour subject to these T&C's.
- 1.2 You must follow all traffic rules and road rules.
- 1.3 Children under the age of 12 cannot participate. Guests between the ages of 12 and 18 years of age must be accompanied by a parent or guardian.
- 1.4 You must follow all directions given by MBT throughout the bike tour and you must remain in control of your bike at all times.
- 1.5 You consent to MBT collecting photographic images and video footage taken of you while participating on the bike tour and that MBT may use photographic images and video footage in MBT promotional and advertising material
- 1.6 For your own safety you must wear shoes that cover your entire foot. No high heels.

### 2 EXCLUSION OF LIABILITY AND WAIVER TO SUE US

- 2.1 MBT uses great care to ensure that its bike tours are safe, however you acknowledge and agree that bike tours can be dangerous and include inherent risks and hazards. As a result personal injury (including serious personal injury) and sometimes death can occur.
- 2.2 You assume and accept all risks and waive the right to sue MBT for any personal injury or death suffered by you caused by or arising from your participation on the bike tour.
- 2.3 You must sign a General Waiver and Assumption of Risk Form (Form) prior to the start of the bike tour. If you do not sign the Form, you cannot partake in the bike tour.
- 2.4 MBT are not liable to you for personal injury or death suffered by you due to your participation on the bike tour.

### 3 ACKNOWLEDGEMENT, WARRANTIES AND INDEMNITY

- 3.1 You acknowledge and warrant to MBT:
  - (a) that each person you make a booking for has agreed to the T&C's ; and
  - (b) if you have any health issues prior to the bike tour, you have sought appropriate medical advice and clearance;
- 3.2 You indemnify MBT against any loss or damage suffered by MBT to the extent that the loss or damage is caused by any negligent or illegal act or omission by you.

### 4 LIMITATION OF LIABILITY

- 4.1 To the extent permitted by law, all guarantees, warranties and conditions other than those specified in these T&C's are excluded
- 4.2 To the extent permitted by law MBT will not be liable in any circumstance:
  - (a) for any personal injury or damage to property of any kind resulting from your negligence, default under these T&C's, or illegal act during your participation on the bike tour;
  - (b) any loss of or damage to your property (including but not limited to, your luggage); and
  - (c) any consequential loss suffered by you; and
- 4.3 MBT's total liability to you for all claims arising out of this agreement is limited to an amount equal to the monies MBT have actually received from you.
- 4.4 If you fail to comply with all MBT directions, road rules, applicable laws and regulations MBT may expel you from the bike tour and MBT will not be liable to refund you the bike tour Price.

### 5 CANCELLATION & VARIATION

- 5.1 If you fail to arrive at the commencement of the bike tour, we may cancel your booking and retain any payments made by you
- 5.2 If you cancel your bike tour, you will be entitled to a refund provided at least 48 hours' notice is given. Failure to provide the required notice will result in forfeiture of any payments made by you.
- 5.3 We endeavour to ensure every tour goes ahead, however we reserve the right to cancel a tour at any time prior to the commencement of the tour due to circumstances beyond our control.
- 5.4 If we cancel your booking and/or the tour prior to commencement for any reason other than as a result of you not arriving prior to the commencement of the bike tour we will refund you all the money you have paid us.
- 5.5 If any event beyond our control occurs (for example fire or severe storm) we may to the extent permitted by law, either: vary the tour; or cancel the tour and refund you any payment received by us
- 5.6 We may vary the tour at our discretion for any reason prior to and during the tour and we will not be liable to refund you any payment received by us on account of the tour price.

Version 1.02 - 14 November, 2016

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# WAIVER AND ASSUMPTION OF RISK FORM



By signing this form, you acknowledge that recreational activities and dangerous recreational activities including road cycling and mountain bike riding involve a significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others.

You assume and accept all such risks and hereby waive the right to sue Mulga Bicycle Tours for any personal injury or death suffered by you in any way whatsoever caused by or arising from the your participation on the bike tour.

Guest's Name .....

Signature ..... Dated .....

Address .....

City ..... State ..... Postcode .....

If Guest is under 18 years of age Parent / Guardian consent is provided by:

Parent / Guardian Name .....

Address .....

City ..... State ..... Postcode .....

Signature ..... Dated .....