

## 3 Peaks Weekend Tour – Terms and Conditions

The 3 Peaks weekend is hosted by Rocky Valley Bikes and Snow Sports (“Rocky Valley”), these Terms and Conditions of Entry (“Entry Terms”) are designed to enable 3 Peaks Weekend (the “Ride”) to run effectively. By registering to participate in the Ride, you (the “Rider”) accept and agree to be bound by these Entry Terms.

### Entry Requirements

1. The Rider may elect to take part in any of the Ride Weekends. The ride lengths may not match the exact distance promoted.
2. The Rider may change his/her Ride Weekends by phone providing a place is available. No changes to Ride Weekend will be permitted within 2 weeks of the Ride Weekend.
3. An Entry is not considered to be complete until all required rider information is supplied and deposit of \$200 has been received.
4. The Rider warrants that he/she has prior experience or will obtain experience riding in groups.
5. Rocky Valley Bikes & Snow Sports may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for Entry.

### Age requirements

6. Riders must be aged 18 or over, all riders must be registered to participate in the event.

### Cancellations

7. If the Rider wishes to cancel his/her Entry in the Ride, within 1 week of the Ride, Rider must email rider details to Rocky Valley ([bookings@rockyvalley.com.au](mailto:bookings@rockyvalley.com.au)) and the deposit will not be refunded.
8. Cancellations received prior to 5pm, on the following dates will be refunded 100% of their entry fee.

Friday 4<sup>th</sup> November 2017 (AEST) for w/e tour 17 -19 November 2017,

Friday 1<sup>st</sup> December 2017 (AEST) for w/e tour 15-17 December 2017,

Friday 5<sup>th</sup> January 2018 (AEST) for w/e tour 19 - 21 January 2018.

Friday 2nd February 2018 (AEST) for w/e tour 16 - 18 February 2018.

No refunds on entry fee will be offered for cancellations received after 5pm, on the above dates.

9. Except as otherwise stated in these Entry Terms and as required by law, Rocky Valley is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.

### Transfers

10. The Rider may transfer his/her registration for the Ride via phone, provided positions are available on the ride date. Transfers will not be offered after 5pm, on the Friday 4 weeks prior to the ride.

### **Ride Communications**

11. Ride Communications will principally be made via email. The Rider should therefore provide a valid email address upon Entry.
12. The Rider consents to receiving and reading all information that is made available regarding the Ride.

### **Mode of Transport**

13. Road bikes and mountain bikes are permitted on all the ride options.

### **Accommodation**

14. All accommodation is based on minimum twin share.
15. Riders are to complete Accommodation requirements at the time of Entry.

### **Transport**

16. Riders are to provide their own transport to Mount Beauty.
17. Rocky Valley will use its best endeavours to take due care in handling bikes transported, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of Rocky Valley handling his/her bike.

### **Closing Dates and final payment for entries**

18. Entries for all Ride Weekends close at 5pm  
  
Friday 1<sup>st</sup> December 2017 (AEST) for w/e tour 15-16 December 2017,  
Friday 5<sup>th</sup> January 2018 (AEST) for w/e tour 19 - 21 January 2018.  
Friday 2<sup>nd</sup> February 2018 (AEST) for w/e tour 16 - 18 February 2018.
19. Final payment is to be made 1 week prior to tour.

### **Acknowledgment and Waiver**

20. The Rider acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk.
21. In consideration of Rocky Valley permitting the Rider to enter and participate in the Ride, the Rider hereby releases and indemnifies Rocky Valley, their employees and any of their respective representatives from and against all and any claims, suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and, interest, whether pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of Rocky Valley, the organiser of the Ride and any of their respective representatives.

### **Compliance with Laws**

22. During the Ride, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by Rocky Valley or any employees or officials representing Rocky Valley at

the Ride. Failure to do so may result in the Rider being removed from the Ride and they will not receive a registration refund.

23. While riding a bicycle, the Rider must wear an Australian standard cycling helmet at all times during the Ride.
24. The Rider must not ride at night, or in hazardous weather conditions causing reduced visibility, unless the bicycle, or the Rider, displays:
  - a. A flashing or steady white light that is clearly visible for at least 200 metres from the front of the bicycle; and
  - b. A flashing or steady red light that is clearly visible for at least 200 metres from the rear of the bicycle; and
  - c. A red reflector that is clearly visible for at least 50 metres from the rear of the bicycle when light is projected onto it by a vehicle's headlight on low-beam.

### **Preparation, Training, Health and Safety**

25. The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Ride. If the Rider has any health issues or doubts prior to the Ride, he/she should seek appropriate medical advice.
26. If, during the Ride, the Rider becomes ill or is injured, Rocky Valley will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. (Rocky Valley recommends that Riders hold current ambulance service membership and /or health insurance to cover such costs).
27. The Rider is responsible for ensuring that their bicycle is properly serviced, roadworthy and suitable for the event.

### **Common Sense**

28. The Rider must ride in a safe and responsible manner during the Ride and use common sense at all times.
29. The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

### **Meal and dietary requirements**

30. Rocky Valley offers three standard lunch/Breakfast option- Non-Vegetarian, Vegetarian and Gluten Free.
31. If these options do not meet a Rider's dietary requirements, the Rider must consider alternate ways in which to personally cater for his/her own meals.
32. Every effort is made by Rocky Valley and the appointed caterers to ensure that recipes and ingredients are controlled.
33. Rocky Valley and their caterers cannot however, guarantee that any meal or food item is exactly as described - contamination by allergens can occur that is beyond Rocky Valley and or the caterer's reasonable control.
34. It is solely the Rider's responsibility to carry on himself/herself at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that the Rider suffers from.

35. Meals provided for the Ride are not intended to provide full nutrition for each Ride Option. We expect that riders will adequately cater to their nutritional requirements while undertaking the ride.

#### **Ride Variation**

36. Rocky Valley reserves the right, in its absolute discretion, to:
- a. Change or vary the route of any of the Ride Options without notice;
  - b. Cancel, postpone, reschedule or change the time or place of the Ride for any reason and at any time prior to the commencement of the Ride; and
  - c. Rocky Valley is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Rider resulting from any such action taken by Rocky Valley.

#### **Private support vehicles**

37. Private support vehicles are not permitted on the Ride. Riders found to be making use of private support vehicles may be expelled from the event. Registration in future events may be rejected if found to be using private support vehicles.

#### **Photography**

38. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to Rocky Valley using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by Rocky Valley.

#### **Other**

39. The Ride will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. Rocky Valley is not liable to the Rider for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of poor weather before or during the Ride.
40. "Rocky Valley" means the Rocky Valley Bikes & Snow Sports ABN 35 038 758 034 and includes where appropriate Rocky Valley employees, volunteers, agents, contractors and officers.