

Cradle Quest 2009 Liability Disclaimer and Indemnity

Team Name : _____

Team Number: _____

1. I acknowledge and agree that The Cradle Quest mountain bike race("the event"),being an endurance bike race, is an extreme sport and that it is inherent in the event that there is the risk of serious injury, illness, death and/or damage to sporting and other equipment.
2. I acknowledge that the risks inherent I the event, include, but are not limited to risks arising from my skill and ability as a cyclist, mountain biker and endurance sport participant, my nutrition and fluid intake, my fitness and health prior to the event, the terrain which the event traverses, road surfaces, weather conditions, water conditions, vehicular traffic, the actions of other competitors, the event organizers, sponsors and their principals, representatives and assigns. I understand and agree to seek medical or any other assistance from the event organizers, if I sense or observe any hazard or unsafe condition, or if, at any time I feel unable or unfit to safely continue participating in the event for any reason. I furthermore undertake to withdraw from participation in the event if advised or instructed by the organizers to do so, or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event or if I, in any ay, feel unable or unfit to safely continue with the event.
3. I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.
4. I undertake to follow the rules of the event and all directions and/or instructions given to me by the organisers of the event and their principals, representatives, agents and assigns.
5. I understand that I may be filmed and/or photographed before, during and after the event. I agree that the event organizers , sponsors and their principals, representatives, agents and assigns may utilize any photographic, film or video image or likeness of me and my name for any legitimate purpose in connection with the event or future events to be organised by the event organisers.
6. Whilst reasonable safety and precautionary measures are taken by the event organizers to ensure my safety, the event organisers, sponsors, third party service providers to the event, private landowners who grant access to their property for the purpose of the event and their principals, representatives and assignees("the parties") do not accept any responsibility for any claim whatsoever arising from death, injury or loss and/or damage to person or property occasioned as a result of my participation in the event.
7. I accordingly hereby indemnify and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event of whatever nature or however caused arising directly or indirectly out of any act or omission, including negligent acts omissions by the parties, including any claim for consequential loss or damage, loss of profit or any claim by any of my dependants arising from the events related to, in connection with or occasioned as a result of my participation in the event.
8. I confirm that I understand the import and meaning of this liability disclaimer, the waiver of claims and the indemnity and , that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependants). I acknowledge that I been free to secure independent legal and/or other advise as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have taken such independent advise, or dispensed with the necessity of doing so.

Rider 1 _____

Rider 2 _____