

## Recreational social ride *Release* and sign-on

As the chief organisation championing the cause of cycling in the ACT, Pedal Power ACT Incorporated ('Pedal Power') undertakes work for the betterment of the ACT cycling community, notably advocacy on cycling issues and promoting recreational and transport cycling activities for health and community well-being. Pedal Power members, acting entirely as volunteers, come together to offer, free of charge, programs of recreational social rides to groups of fellow members and people who are interested in becoming members. Pedal Power facilitates communication of these ride programs and upcoming rides through its website and newsletter and conducts a ride leader accreditation system to train prospective leaders to safely manage and lead rides.

**Notwithstanding this level of organisation, CYCLING CAN BE DANGEROUS, particularly in vehicular or cycling traffic or when pedestrians are present.** Volunteers who arrange recreational social rides invoke all State and/or Territory civil liability legislation to exclude them from duty of care obligations they might otherwise owe to members and others in civil wrongs (torts) law for the harms or disadvantages described in, but not limited to, those set out in the following paragraph. (Refer *Civil Law (Wrongs) Act 2002* (ACT). *Civil Liability Act 2002* (NSW) and corresponding legislation in other jurisdictions.) In carrying out community work to facilitate recreational social rides, Pedal Power invokes the same legislation to exclude it from duty of care obligations for those harms or disadvantages. Neither Pedal Power's ride coordinators and leaders nor Pedal Power, its officers, members, other volunteers or employees enter into any contract with ride participants for the supply of recreational social rides. Pedal Power and its officers, members, volunteers and employees deny any liability to ride participants in contract law.

**Release:** Each participant **accepts that they are at risk when participating in recreational social rides**. Each participant **accepts that they may suffer or cause harm or disadvantage** to themselves or others in the course of cycling. These harms or disadvantages include any or all of **injury, disease, death or property loss or damage**. They must **take care** to avoid harm or disadvantage to themselves and others. A person having parental or other care responsibility **must accompany each participant in their care** throughout the cycling activity. Each participant confirms that they and any persons in their care have sufficient **competence and experience** to participate safely in the cycling activity. It is a condition of participating in any Pedal Power recreational social ride that each adult participant **waive, to the extent permitted by law, any claims, right or cause of action** that they, personally, and each person in their care, and the heirs, executors and administrators of the adult participant and each person in their care, may have in civil law for any harm or disadvantage arising from the cycling activity.

**By signing on to the ride, I accept this *Release* from liability. This release from liability operates** in favour of Pedal Power and all officers, members, volunteers and employees of Pedal Power, whether or not the harm or disadvantage is due to any act or omission of any of them falling short of non-excludable standards of legal responsibility.

Each cyclist must wear a **bicycle helmet**, compliant with Australian Standard AS/NZS 2063:2008, **securely fitted and fastened** and **in good repair and proper working order and condition**. Participants in recreational social rides must **obey all road rules**. Each participant is to be totally **self-sufficient** and provide their own water, food, tools, pump, spares, puncture repair kits, first-aid materials and whatever else they desire, as recreational social rides are unsupported unless explicitly stated otherwise.

In signing on to the ride, I also accept that Pedal Power and its officers, employees and volunteers may collect, store, use and, where permitted by Pedal Power's **Privacy Policy**, disclose my **personal information** in the manner and to the limited extent set out in that Policy.

Date \_\_\_\_\_ Ride name \_\_\_\_\_ Ride leader \_\_\_\_\_

Route Master: \_\_\_\_\_

*Before you sign please read the Release.*

No.	Name	Mobile No.	Emergency mobile No.	I have read and accept the <i>Release</i> : signature	Pedal Power member
1					Y/N
2					Y/N
3					Y/N
4					Y/N
5					Y/N
6					Y/N
7					Y/N
8					Y/N
9					Y/N
10					Y/N
11					Y/N
12					Y/N
13					Y/N
14					Y/N
15					Y/N
16					Y/N
17					Y/N
18					Y/N
19					Y/N
20					Y/N
21					Y/N
22					Y/N
23					Y/N
24					Y/N
25					Y/N
26					Y/N
27					Y/N
28					Y/N
29					Y/N
30					Y/N