

THE FRIENDLIES



HIGH COUNTRY TOUR 2017

CHARITY RIDE

Supporting The Friendlies Foundation

Registration Pack

April 29, April 30 & May 1

PROUDLY SPONSORED BY



thefriendlies.org.au/highcountrytour/



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The Friendlies High Country Tour

Bundaberg – Biggenden - Mt Perry - Bundaberg

In aid of The Friendlies Foundation

PARTICIPANT QUESTIONNAIRE AND PRE CYCLE SCREENING FORM

This information sheet is designed to ensure The Friendlies High Country Tour has all the details necessary to plan and conduct your bike ride. All the information provided will be treated as 'Confidential' and will only be passed to the necessary authorities if required.

Please complete this form and return it to the Friendlies High Country Tour by January 31, 2017

Private Mail Bag 11, Bundaberg, Qld 4670, or scan and email to The Friendlies Foundation at foundation@thefriendlies.org.au

CONTACT DETAILS		
FULL NAME:		
Preferred Name:	Date of Birth:	
Place of Employment:	Position:	
Home Address:		
Suburb:	State:	P/Code:
Postal Address:		
Suburb:	State:	P/Code:
Home Phone:	Work Phone:	
Mobile:	Email:	
Would you like your email address to be shared with other participants?		Yes <input type="checkbox"/> No <input type="checkbox"/>

NEXT OF KIN - Person to be contacted in the event of an emergency.		
Surname:	Given Name:	
Relationship (eg wife/father):		
Home Address:		
Suburb:	P/Code:	
Home Phone:	Work Phone:	
Mobile Number:	Email:	

PHYSICAL DETAILS	
Sex: Male / Female	Age:
Weight (kg):	Height (cm):
Shirt size: S M L XL XXL	
Cigarette Smoking: Never Ex Smoker Current Smoker (please circle)	
Ex Smoker - How long ago?:	Current Smoker - Number per day:

HOW WOULD YOU RATE YOUR PERSONAL FITNESS? (Circle one only)							
Very Poor	Poor	Below Average	Average	Above Average	Good	Excellent	Superior
1. In three lines, describe your current level of fitness:							

On Average how many sessions would you exercise weekly and for how long (please circle)?

- a)** One **b)** Two **c)** Three **d)** Four **e)** Five **f)** Six **g)** Seven
a) 15 mins **b)** 30 mins **c)** 45 mins **d)** 60 mins **e)** 60-90 mins **f)** over 90 mins

What cardiovascular activity do you currently undertake? *eg. running, cycling etc.*

Do you currently use the following? If so, please provide details.

DOCTOR	
PHYSIOTHERAPIST	
PERSONAL TRAINER	
OTHER EG.	

Do you currently have an injury or illness? Y / N

Diagnosis / Description -

Current Treatment -

Investigations *ie. X-rays / scans*

Medication

Have you had any previous injuries or surgery?

Date

Injury / Surgery

Date	Injury / Surgery

MEDICAL CONDITIONS	PLEASE CIRCLE	
CARDIOVASCULAR		
Do you develop any tightness, discomfort or pain in your chest or back when you do physical activity (work or exercise)?	Yes	No
Do you develop any tightness, discomfort or pain in your chest or back when you are not doing physical activity?	Yes	No
Do you ever experience palpitations (irregular heart beat)?	Yes	No
Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor, for example a heart murmur, high blood pressure, irregular heart beat or Marfans Syndrome?	Yes	No
Is your doctor currently prescribing medication (e.g. water pills) for your blood pressure or heart condition?	Yes	No
Do you ever lose balance because of dizziness or do you ever lose consciousness?	Yes	No
Do you know of any reason why you should not do physical activity?	Yes	No
Have you ever experienced exertional shortness of breath or fatigue?	Yes	No
Have you ever suffered from poor circulation?	Yes	No
Have one or more relatives died prematurely (<50 years old), or experienced disability from heart disease?	Yes	No
RESPIRATORY		
Have you ever been diagnosed with any lung or breathing problem that requires continued treatment (eg Asthmas/Emphysema)?	Yes	No
Have you ever been prescribed oral steroids as part of a treatment protocol for Asthma? If so, it is compulsory to attach a treatment protocol from your Doctor to this document.	Yes	No

Further comments please (e.g. *right knee reconstruction 1997*):

OTHER (Please circle)		
Do you ever have episodes of dizziness, fainting or collapse?	Yes	No
Do you suffer from hernia?	Yes	No
Do you suffer from diabetes?	Yes	No
Do you suffer from ulcers?	Yes	No

Dietary Requirements		
Special dietary requirements:		
Allergies		
Please list all known allergies:		
Reaction:		
Date of last reaction:		
Treatment protocol:		
Have you ever suffered anaphylaxis?	Yes	No
If so, it is compulsory to provide us with a treatment protocol from your Doctor and bring two Epi Pens with you on your ride.		

ACKNOWLEDGEMENT
I acknowledge that I have read, signed and understand the Pre Cycle Questionnaire, The Friendlies High Country Tour Challenge Terms and Conditions Document and Responsibility Waiver form, and that I agree to abide by the Terms and Conditions outlined therein.
SIGNED:
NAME:
DATE:

<p>I (insert full name) consent to the release of this medical information to the trip Medical Officer retained by The Friendlies High Country Tour. I understand that this information will not be released to any other party without my prior consent. I consent to contacting my medical practitioner to discuss any relevant details.</p>		
_____	_____	___/___/___
PRINT NAME	SIGNATURE	DATE

Risk Responsibility & Waiver Form

Important risk warning: read this carefully

By its very nature, the Charity Ride is challenging and demanding and that 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 including 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 The Friendlies High Country Tour that could 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

“Charity Ride”	means physical Charity Ride, including those in any Charity Ride Program or Fitness Program, offered by The Friendlies High Country Tour also known as “Bundaberg to Bundaberg cycle in aid of The Friendlies Foundation” and described in general at the end of this document (but this document is still valid if that has not been completed).
“Charity Ride”	means the high tempo and physically demanding Charity Ride offered by The Friendlies High Country Tour.
“The Friendlies High Country Tour”	means The Friendlies Foundation ABN 42 912 762 197 of Private Mail Bag 11, Bundaberg, Queensland 4670 and also includes that company's directors, agents and employees.
“Participant”	means the person named at the end of this document.

2. The Participant enters into this document in consideration of The Friendlies High Country Tour 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:
 - 4.1 inherent risks associated with the Charity Ride (that is, risks of something occurring that can not be avoided by the exercise of reasonable care and skill); and
 - 4.2 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
 - 4.3 to the extent legally possible, risks that are neither inherent risks nor obvious risks.
5. The Participant will not sue The Friendlies High Country Tour 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:
 - 5.1 inherent risks associated with the Charity Ride (that is, risks of something occurring that can not be avoided by the exercise of reasonable care and skill); or
 - 5.2 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
 - 5.3 to the extent legally possible, risks that are neither inherent risks nor obvious risks.
6. The Participant consents to The Friendlies High Country Tour administering or arranging for any medical aid or preventative treatment which The Friendlies High Country Tour 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. The Friendlies High Country Tour 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 The Friendlies High Country Tour in connection with any such treatment.
7. The Participant releases The Friendlies High Country Tour and will indemnify The Friendlies High Country Tour against any loss, damage or liability covered by condition 5 or 6.
8. The Participant agrees to comply with the lawful instructions given by The Friendlies High Country Tour during, or regarding the conduct of, the Charity Ride.
9. The Participant promises The Friendlies High Country Tour that the Participant:
 - 9.1 is at least 18 years old and has full legal capacity (unless disclosed otherwise by the Participant to The Friendlies High Country Tour in writing before the participant signed this form or this form is signed on behalf of the Participant by the Participant's legal guardian); and

- 9.2 has fully and accurately disclosed, or will fully and accurately disclose, to The Friendlies High Country Tour the information in or called for by any questionnaire completed by the Participant before or after the Participant signs this document; and
- 9.3 will fully and accurately disclose to The Friendlies High Country Tour if any of the information covered by paragraph 9.2 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 The Friendlies High Country Tour under which The Friendlies High Country Tour is to provide the Charity Ride, the Participant has no contract (other than under this document) with The Friendlies High Country Tour in relation to the supply of services or goods connected with the Charity Ride.
11. The Friendlies High Country Tour 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:
- 12.1 The Friendlies High Country Tour gives no warranty or guarantee with respect to any product, commodity, article or other thing supplied by The Friendlies High Country Tour and
- 12.2 The Friendlies High Country Tour 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 The Friendlies High Country Tour 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 The Friendlies High Country Tour of services or goods, that cannot be excluded, restricted, modified or limited ("Non-Excludable Terms"). To the fullest extent permitted by law, The Friendlies High Country Tour's liability for breach of or under a Non-Excludable Term of which the Participant has the benefit is limited at The Friendlies High Country Tour's option to the following:
- 13.1 in the case of services - supplying the services again or paying the cost of having the services supplied again; or
- 13.2 in the case of goods - repairing the goods, supplying equivalent goods or paying the cost of repairing the goods or supplying equivalent goods.
14. The Friendlies High Country Tour 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:
- 14.1 The Friendlies High Country Tour caused it by its negligence; or
- 14.2 The Friendlies High Country Tour 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 The Friendlies High Country Tour excludes:
- 15.1 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
 - 15.2 any right that the Participant would otherwise have under, or because of a breach of, a warranty covered by paragraph 15.1; and
 - 15.3 any liability that The Friendlies High Country Tour would otherwise have under, or because of a breach of, a warranty covered by paragraph 15.1, 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. The Friendlies High Country Tour has a Privacy Policy which is attached to this document as Annexure "A". The Participant consents to the collection, use and disclosure of any personal information of the Participant as contemplated by The Friendlies High Country Tour's privacy policy. The Participant also consents to the use by The Friendlies High Country Tour in any advertising, broadcasting, telecasting or publishing Charity Ride of:
- 16.1 any photograph or film taken by or on behalf of The Friendlies High Country Tour of the Participant; and
 - 16.2 any testimonial or endorsement of The Friendlies High Country Tour or any of its services by the Participant and of the Participant's name in relation to the use of that testimonial or endorsement.
17. The courts of Queensland and Australia at Brisbane have non-exclusive jurisdiction to hear and determine disputes relating to the legal relationship between The Friendlies High Country Tour 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).

Date Signed

Participants Name (Please Print)

Include name of participant's guardian if guardian is signing

Participants Signature

Or guardian's signature if participant is under 18

Participants Address

Participants Phone Number

Participants Email Address

Annexure “A” - Privacy Policy

The Friendlies High Country Tour Privacy Policy explains how The Friendlies High Country Tour protects your privacy and confidentiality. This statement applies to your interaction with The Friendlies High Country Tour. By submitting information to us you consent to us using and disclosing your information in the methods described in this Privacy Statement.

Personal Information

The Friendlies High Country Tour may collect the following information from its members, contractors, employees, applicants and other individuals The Friendlies High Country Tour undertake business interactions with:

1. Identification details - including name, address, contact numbers, email address and date of birth.
2. Health information - this includes the information provided on The Friendlies High Country Tour's Charity Ride and Questionnaires which are completed upon signing on for the The Friendlies High Country Tour's Charity Rides. This information will not be passed on to outside parties.

The Friendlies High Country Tour understands that this information is highly sensitive and is only collected with your consent.

This information is collected through application forms and The Friendlies High Country Tour questionnaires, and assists The Friendlies High Country Tour in providing its clients with personalised services.

Collection of Information

The Friendlies High Country Tour may collect your personal information in a number of ways including:

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

Updating Personal Information

The Friendlies High Country Tour 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. The Friendlies High Country Tour request 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 The Friendlies High Country Tour's products and services.

The Friendlies High Country Tour asks 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 The Friendlies High Country Tour 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 The Friendlies High Country Tour to provide a personalised and enhanced service to clients.

The Friendlies High Country Tour will not use this information for any other purpose without your consent and will not pass this information on to third parties without your consent. When The Friendlies High Country Tour do temporarily provide personal information to companies who provide services to the organisation, such as insurance companies, The Friendlies High Country Tour require 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 The Friendlies High Country Tour website please notify the office via email to fmacaulay@thefriendlies.org.au

Securing your Personal Information

The Friendlies High Country Tour takes reasonable steps to make certain that personal information is securely stored to prevent unauthorised access or disclosure of your personal information. The Friendlies High Country Tour cannot guarantee that unauthorised access to your personal information will not occur, whether it is during transmission or after that information has been received.

How to contact The Friendlies High Country Tour

If you have any questions in relation to privacy please contact The Friendlies High Country Tour

The Friendlies High Country Tour

Mail: Private Mail Bag 11, Bundaberg QLD 4670

Email: foundation@thefriendlies.org.au

Phone: 07 4331 1888

This Privacy Policy applies to The Friendlies High Country Tour, its employees and contractors.

TERMS & CONDITIONS

1. Definitions

“Activities”	means physical activities included in the The Friendlies High Country Tour Bundaberg to Bundaberg cycle in aid of The Friendlies Foundation.
“Balance Fees”	means the fees payable by the Participant to The Friendlies High Country Tour under the Booking Contract, less the Deposit.
“The Friendlies High Country Tour”	means The Friendlies Foundation A.B.N. 42 912 762 197 of Private Mail Bag 11, Bundaberg Qld 4670 and also includes that company’s directors, agents and employees
“Booking Contract”	means a contract between The Friendlies High Country Tour and the Participant in relation to the provision by The Friendlies High Country Tour of the Charity Ride.
“Charity Ride”	means the high tempo and physically demanding Charity Ride offered by The Friendlies High Country Tour
“Client”	means a person who makes a booking for the Charity Ride with The Friendlies High Country Tour if the booking is accepted by The Friendlies High Country Tour.
“Deposit”	means the deposit payable by the Client to The Friendlies High Country Tour under the Booking Contract.
“External Event”	means any event, occurrence or circumstances outside the reasonable control of *REG NAME*, including: <ul style="list-style-type: none"> (a) acts of God and public enemy; and (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.
“Participant”	means 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” means the form titled “Participant Questionnaire” which is attached to these terms and conditions.
“Terrorism”	means: <ul style="list-style-type: none"> (a) an actual or threatened domestic or international act or acts: <ul style="list-style-type: none"> (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

- (b) action taken to prevent or defend against an act covered by paragraph (a).

“Waiver Form” means the form titled “Risk Responsibility and Waiver Form” which is attached to these terms and conditions.

“War” means 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) warlike 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.

2. Bookings

2.1 The Friendlies High Country Tour may refuse to accept a booking or requested booking by a prospective Client.

2.2 A Booking Contract comes into existence when the Participant makes a booking which is accepted by The Friendlies High Country Tour. The Booking Contract is only between The Friendlies High Country Tour and the Participant. A person other than the Client cannot enforce the Booking Contract.

2.3 The Booking Contract consists of:

- (a) these terms and conditions; and

- (b) any document issued by The Friendlies High Country Tour to the Client accepting the booking; and
 - (c) any document issued by the Client to The Friendlies High Country Tour to the Client requesting the booking, with any those components higher in the list prevailing or any component lower in the list to the extent of any inconsistency.
- 2.4 The Booking Contract cancels and supersedes any inconsistent information, promise or representation by The Friendlies High Country Tour given or made to the Client before the Booking Contract was entered into. Any term or condition of the Booking Contract that can sensibly be given continued application after the termination or completion of the Booking Contract is to be given that continued application (and this includes, for example, conditions 1, 3, 4, 7, 8, 9 and 10 of these terms and conditions).
- 2.5 It is not part of the Booking Contract that The Friendlies High Country Tour gives, or assumes any obligation to give, any professional advice or service for a fee.
- 2.6 The Friendlies High Country Tour may cancel the Booking Contract at any time before the Deposit has been paid and received in clear funds, without any liability to the Client.
- 2.7 The Friendlies High Country Tour reserves the right not to accept the Client's nomination of a Participant. If the Client entering into the Booking Contract is also the sole Participant, the Client cannot nominate a different Participant.
3. Payments
- 3.1 The Participant must make all payments to The Friendlies High Country Tour under the Booking Contract:
- (a) at the time specified under the Booking Contract; or
 - (b) if no time is specified, within 14 days after being invoiced.
- 3.2 Amounts in these terms and conditions, any document relating to a booking and any brochure, proposal or presentation published by The Friendlies High Country Tour are inclusive of GST unless specifically stated otherwise. The Client will pay to The Friendlies High Country Tour * the amount of any GST on any consideration for a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 at the same time as the Client is required to pay that consideration.
- 3.3 The Friendlies High Country Tour is not a financial adviser and any information or representation about any financial matter by The Friendlies High Country Tour (including any about the tax deductibility of any payments by the Client) is general information only. The Client accepts the sole responsibility for finding out the financial consequences of making the booking and will not rely on any information or representative made by The Friendlies High Country Tour about any financial matter.

4. Cancellations

4.1 The Client may cancel the Booking Contract only by written notice to The Friendlies High Country Tour

4.2 If the Client cancels the Booking Contract, the cancellation fees are:

Timing of Cancellation	Cancellation Fees
Earlier than 90 days before the departure date for the activities	The Deposit
Within 90 days before the departure date for the Activities	The Deposit plus 100% of the Balance Fees

4.3 If there is more than one Participant under the Booking Contract:

- (a) the cancellation may be only with respect to the Participants named in the written notice; and
- (b) in that case, the cancellation fees are worked out under condition 4 by reference to the Deposit and Balance Fees payable for the named Participants.

4.4 If a Participant does not attend the Activities when they are scheduled to begin, the Client will be taken to have cancelled the Booking Contract with respect to that Participant on the day the Activities were scheduled to begin.

4.5 If the Client cancels or is taken to have cancelled the Booking Contract:

- (a) The Friendlies High Country Tour may retain the money paid by the Client to cover the cancellation fee; and
- (b) if that is not enough, the Client must pay the balance of the cancellation fee to The Friendlies High Country Tour

4.6 If the Booking Contract is cancelled with respect to a Participant, The Friendlies High Country Tour may reinstate the Booking Contract with respect to that Participant on the Client's request and on the Client paying a \$100 handling fee per Participant.

5. Requirements of Participants

5.1 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 The Friendlies High Country Tour in its discretion agrees otherwise); and
- (b) signs the Waiver Form and gives it to The Friendlies High Country Tour and
- (c) completes the Questionnaire and gives the completed Questionnaire to The Friendlies High Country Tour and

- (d) does not disclose any adverse medical or other conditions in the completed Questionnaire; and
- (e) provides a medical clearance (in a form required by or acceptable to The Friendlies High Country Tour) from a general medical practitioner; and
- (f) attends and participates in all briefings, training and presentations required by The Friendlies High Country Tour before the departure for or commencement of the Activities or any component of the Activities,
- (g) paid the sponsorship amount of \$200.00 to The Friendlies High Country Tour or provides evidence of commitment of this amount to the satisfaction in the absolute discretion of The Friendlies High Country Tour.

5.2 If a Participant has not satisfied those requirements by the scheduled notified deadlines, the Client will be taken to have cancelled the Booking Contract with respect to that Participant on the day of the relevant deadline.

6. Conduct of Activities

6.1 Each Participant must comply with:

- (a) these terms and conditions; and
- (b) the lawful instructions given by The Friendlies High Country Tour 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 The Friendlies High Country Tour in relation to the safety of all participants but also as dictated by the Queensland Police Department Special Events in relation to conditions imposed on permits given by them or any other Government Department for the conducting of the charity ride.

6.2 The Friendlies High Country Tour 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 The Friendlies High Country Tour during, or regarding the conduct of, the Activities including ignoring medical directions from the Team Doctor. and from the time of the expulsion, The Friendlies High Country Tour :
- (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.

6.3 The Friendlies High Country Tour reserves the right to:

- (a) change the Activities; and

(b) cancel any component of the Activities.

- 6.4 The Client promises The Friendlies High Country Tour * that except as disclosed in the Participant's completed Questionnaire given to The Friendlies High Country Tour each Participant is physically fit and capable of undertaking the Activities.
- 6.5 The Client must advise The Friendlies High Country Tour in writing of any special requests of any Participant (including dietary requests and health conditions) when making the booking.
- 6.6 The Friendlies High Country Tour is not obliged to meet any special requests but if it does, the Client must pay to The Friendlies High Country Tour the resultant costs incurred or anticipated by The Friendlies High Country Tour before departure or commencement of the Activities (whichever is earlier).

7. External Events

- 7.1 The Friendlies High Country Tour is not in breach of the Booking Contract if it has not complied with the Booking Contract because of an External Event.
- 7.2 The Friendlies High Country Tour is not liable to the Client or any Participant for any loss or damage arising because of an External Event.
- 7.3 The Friendlies High Country Tour may cancel the Booking Contract or vary the Activities if The Friendlies High Country Tour
- (a) cannot comply with its obligations under the Booking Contract because of an External Event; or
 - (b) believes, on reasonable grounds, that it is unlikely to be able to comply with those obligations because of an External Event or an anticipated External Event.
- 7.4 The Friendlies High Country Tour may cancel the Booking Contract 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.
- 7.5 If The Friendlies High Country Tour varies the Activities under condition 7.3 or 7.4, 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 any other variation.

8. Liabilities

- 8.1 As between the Client and The Friendlies High Country Tour 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 Booking Contract; or
 - (b) a breach by the Client of the requirements of the Booking Contract (regardless of the fact that the Participant may not be a party to the Booking Contract); or
 - (c) a breach by the Participant of the Participant's legal obligations to The Friendlies High Country Tour or
 - (d) an External Event; or
 - (e) anything else for which, if a Participant is under 18 years old or does not have full legal capacity, The Friendlies High Country Tour would not have been liable under the Waiver Form had that Participant signed the Waiver Form in a way that was legally binding on the Participant.
- 8.2 The Friendlies High Country Tour 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.
- 8.3 The Friendlies High Country Tour 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 The Friendlies High Country Tour 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.
- 8.4 Except as required by any legislation:
- (a) The Friendlies High Country Tour gives no warranty or guarantee with respect to any product, commodity, article or other thing supplied by The Friendlies High Country Tour and (b) The Friendlies High Country Tour 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 The Friendlies High Country Tour of the Booking Contract or any other contract or agreement between The Friendlies High Country Tour and the Client or any Participant; and
 - (c) the Client instead is liable for any loss of use specified in paragraph 12.2; and

- (d) The Friendlies High Country Tour is not liable for anything it does under condition 7.
- 8.5 Some laws, like the Trade Practices Act 1974 in Australia, may create warranties, conditions, rights or remedies, in relation to the supply by The Friendlies High Country Tour of services or goods, that cannot be excluded, restricted, modified or limited (“Non-Excludable Terms”). To the fullest extent permitted by law, The Friendlies High Country Tour’s liability for breach of or under a Non-Excludable Term is limited at The Friendlies High Country Tour’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.
- 8.6 The Friendlies High Country Tour 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:
- (a) The Friendlies High Country Tour caused it by its negligence; or
 - (b) The Friendlies High Country Tour knew or should have known of the possibility of the loss or damage.
- 8.7 The Friendlies High Country Tour’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 The Friendlies High Country Tour * under the Booking Contract (but this does not apply in the case of a claim that The Friendlies High Country Tour has caused personal injury or death).
- 8.8 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), The Friendlies High Country Tour 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 Client or any Participant would otherwise have under, or because of a breach of, a warranty covered by paragraph 15.1; and
 - (c) any liability that The Friendlies High Country Tour would otherwise have under, or because of a breach of, a warranty covered by paragraph 15.1, 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).
- 8.9 The Client indemnifies The Friendlies High Country Tour against any loss, damage or other liability:
- (a) that the Booking Contract makes the Client’s responsibility; or

- (b) for which The Friendlies High Country Tour would otherwise be responsible to a Participant, but which the Booking Contract says The Friendlies High Country Tour is not liable for.

9. Privacy

- 9.1 The Friendlies High Country Tour has a Privacy Policy which is referred to in the Risk Responsibility & Waiver Form.
- 9.2 The Client consents to the collection, use and disclosure of any personal information of the Client as contemplated by The Friendlies High Country Tour's privacy policy.
- 9.3 The Client also consents to the use by The Friendlies High Country Tour in any advertising, broadcasting, telecasting or publishing activities of:
 - (a) any photograph or film taken by or on behalf of The Friendlies High Country Tour of any Participant; and
 - (b) any testimonial or endorsement of The Friendlies High Country Tour 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.

10. Law and courts

- 10.1 The Booking Contract is governed by the laws applying in Queensland, Australia.
- 10.2 The courts of Queensland and Australia at Brisbane have non-exclusive jurisdiction to hear and determine disputes under the Booking Contract or relating to the legal relationship between The Friendlies High Country Tour 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).

Date Signed

Participants Name (Please Print)
Include name of participant's guardian if guardian is signing

Participants Signature
Or guardian's signature if participant is under 18

Participants Address

Participants Phone Number

Participants Email Address

Activities:

Medical Certification

To be completed by medical practitioner:

Client Details			
Name:		Date of Birth:	
Weight (kg):	Height (cm):	Sex:	M / F

Please list any relevant medical conditions		
CONDITION	DURATION	CURRENT TREATMENT

Please list all medications the client is taking on a regular basis (including nutritional supplements and alternative medications)			
Medication name	Dose / Frequency	Medication name	Dose / Frequency

Please list any known allergies (drugs / foods / environmental)

Does the client have any of the following Cardiac Risk Factors?	Diabetes	Yes	No
	Hypertension	Yes	No
	Smoking history	Yes	No
	High cholesterol	Yes	No
	Family history of heart disease	Yes	No
	Body mass index (kg/m ²) > 35	Yes	No

Age less than 30 yrs	12 lead ECG interpretation
Age between 30 and 40 years with NO cardiac risk factors	12 lead ECG interpretation
Age greater than 40 yrs age OR between 30 and 40 years with least ONE cardiac risk factor:	Exercise stress test OR Myocardial perfusion scan OR Stress echo (Please Circle)

Please enclose a copy of any abnormal investigations.

I state that I have examined (insert client name) _____
for the purposes of assessing their ability to take part in cycling from Bundaberg to Bundaberg.

I believe this person IS capable of completing the activity

I believe this person IS NOT capable of completing the activity

Details:

Signature:	Stamp
Name (PRINT):	
Date:	

This certificate will not be accepted unless signed and stamped by the medical practitioner.