Version 5 | May 2026

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. UPON AGREEING TO THESE MEMBERSHIP TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

YOU WARRANT THAT YOU ARE EITHER 18 YEARS OF AGE OR OLDER OR THAT YOU HAVE AGREED TO THESE TERMS AND CONDITIONS AS THE PARENT OR LEGAL GUARDIAN OF AN APPLICANT UNDER 18 YEARS OF AGE. IN CONSIDERATION OF MY APPLICATION FOR MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS:

WHERE THE APPLICANT IS UNDER 18 YEARS OF AGE THESE TERMS AND CONDITIONS MUST BE AGREED BY THE APPLICANT'S PARENT OR GUARDIAN.

As parent or guardian, you authorise and consent to the applicant undertaking the Cycling Activities. In consideration of the applicant's membership being accepted, you expressly agree to be responsible for the applicant's behaviour and agree to accept (in your capacity as parent or guardian) these terms and conditions.

In addition, as parent or guardian you agree to be bound by and to comply with AusCycling's Constitution and any policies made under it, including the AusCycling National Integrity Framework and Code of Conduct, while your child (or the child you are parent/guardian of) is participating in Cycling Activities and while you are spectating at any Cycling Activity -
SEE https://www.auscycling.org.au/page/about/policies-rules. You acknowledge that a breach of these policies may result in action being taken against you, including as outlined in the complaints or discipline procedures in AusCycling policies.

Definitions In These Terms:

a. AusCycling means and includes AusCycling Limited (ABN: 70 644 149 351) and, where applicable, its subsidiaries, directors, officers, servants and agents;

b. Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, BUT does NOT include:

i. a claim against AusCycling by any person expressly entitled to make a claim under an AusCycling insurance policy;

ii. a claim against AusCycling under any right expressly conferred by its constitution or regulations;

c. Cycling Activities means performing or participating in any capacity, including as a member, in any authorised or recognised AusCycling activity.

d. UCI means the Union Cycliste Internationale, the international sporting federation for cycling.

Membership

1. I declare that I am not aware of any reason why I should not be issued with the membership that I have requested. If the membership product I am applying for is an international licence, I declare that I have not applied for a licence for the same year to the International Cycling Union ("UCI") or to any other national federation. I assume exclusive liability for the application and for the use that I shall make of the membership if it is granted.

Rules of membership and participation

2. I undertake to be bound by and abide by the governing rules (however named), including the constitution and regulations of the UCI, the applicable UCI continental confederation and AusCycling. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation only before the authorities provided for in the regulations of those bodies.

I acknowledge and agree that:

a. I am bound by and must comply with all AusCycling policies (as amended from time to time) including but not limited to, the AusCycling National Integrity Framework, Australian National Anti-Doping Policy and Code of Conduct, which can be found on the AusCycling website: (https://www.auscycling.org.au/page/about/policies-rules);

b. it is my responsibility to read and understand these policies (and any amendments to them); and

c. a breach of these policies may result in action being taken, including as outlined in the complaints or discipline procedures in AusCycling policies.

3. I agree that I am subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of AusCycling. I agree to follow any rules and/or directions set by AusCycling in connection with my membership and understand that if I fail to comply with any such rules or directions, I may not be permitted to continued membership and no refund will be given.

Automatic renewal and payment of membership

4. Where available for the relevant membership option, in my application for membership or during my membership, I may consent to and authorise AusCycling for automatically renewing my

membership annually, deducting payment and storing my credit or debit card details, in accordance with these terms and conditions (**Automatic Renewal**).

5. If I have subscribed to Automatic Renewal, AusCycling will automatically renew my membership on the basis that my previously provided information remains true and correct. I may update my details through the membership portal or by contacting membership services.

6. AusCycling will provide me with notice, by email or such other means of notification as determined by AusCycling in its sole discretion, including via its website, of the upcoming renewal and relevant membership fee for the forthcoming membership year, prior to renewal. I may elect not to renew by providing notice in writing to AusCycling prior to the renewal date.

7. I can opt out of Automatic Renewal or change the payment instalment frequency (if applicable) through the membership portal or by contacting membership services. I may cancel my renewed membership within seven days of the date it has automatically renewed and apply for a refund of the membership fee paid by providing notice in writing to AusCycling within that period. I acknowledge I am ineligible for a refund if I apply to cancel after this date.

8. I may pay the applicable membership fee in accordance with the options provided at the time of application and/or renewal, which include annual upfront payment or (where available) payment by instalments. If I select one or both Automatic Renewal or payment by instalments, my nominated credit or debit card: (a) will be debited in accordance with the terms of that payment option; and (b) details will be securely stored on AusCycling's secure system for the duration of my ongoing consent to membership.

9. If I select one or both Automatic Renewal or payment by instalments, if a payment (including instalment payment) fails or a debit is dishonoured, AusCycling will attempt to re-process the payment up to three times, failing which: (a) AusCycling will contact me via phone, email or SMS; and (b) if the payment remains outstanding, either following AusCycling contacting me or where AusCycling cannot contact me, I acknowledge I am no longer a financial member and no longer entitled to the benefits of membership unless or until the outstanding amount is received by AusCycling.

Cancellation of membership

10. I may cancel my membership by notice in writing to AusCycling. Refunds (if any) are dealt with under AusCycling's Refund Policy.

Risk Warning

11. I acknowledge that Cycling Activities are inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with Cycling Activities which include, but are not limited to:

a. collisions and contact with other participants and road/track/trail users,

b. riding on roads/tracks/trails which are or may be closed or partially closed to traffic,

c. the remoteness of the areas in which a ride takes place,

d. sudden and unexpected changes in weather and road conditions

e. physical exertion and difficulties in evacuation if I become disabled and

f. riding on partially improved and unimproved trails and roads, as well as on naturally rugged terrain.

12. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. Prior to undertaking any Cycling Activities, I acknowledge that I have considered and am aware of all of the risks involved, including those risks associated with any health condition I may have.

13. By agreeing to these terms and conditions, I acknowledge, agree, and understand that participation in recreational services provided by AusCycling including Cycling Activities may involve risk. I agree and undertake any such risk voluntarily at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Waiver

14. I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

15. I acknowledge that by agreeing to these terms and conditions, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier of recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 1 to these terms and conditions.

16. To the extent of any liability arising, the liability of AusCycling will, at the discretion of AusCycling, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

Disclosure

17. I declare that I am medically and physically fit and able to participate in Cycling Activities. If I am feeling unwell in any way I will not attend any Cycling Activities unless and until cleared to do so by a medical practitioner and if I do attend whilst feeling unwell I may be directed to leave the Cycling Activities and if so directed will leave immediately.

18. I acknowledge that AusCycling relies on information provided by me and that all such information is accurate and complete.

19. I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to the relevant AusCycling representative or event organiser, club official or coach before I leave any relevant venue.

20. I agree that AusCycling may in its absolute discretion deny me eligibility to race if it considers I am not medically, mentally and physically fit and able to participate (or continue to participate) in Cycling Activities without unreasonable risk to myself or others. AusCycling is in no way liable if it chooses not to exercise its discretion under this clause.

21. If a medical emergency occurs, I consent to the provision of any necessary medical treatment and will pay for any such medical treatment costs including transport by ambulance.

Safety

22. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind- altering substance before or during any Cycling Activity. I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

23. I agree to follow any rules set by AusCycling in connection with any Cycling Activities. In particular, I have been advised I need to wear an approved helmet and/or safety equipment as per technical regulations at all times during Cycling Activities. If I fail to comply with AusCycling's rules and/or directions, I will not be permitted to participate or to continue to participate in a relevant Cycling Activity and if I am excluded no refund will be given.

Release and indemnity

24. In consideration of AusCycling accepting my membership application I, to the extent permitted by law:

a. release and forever discharge AusCycling from all Claims that I may have or may have had but for this release, but only where such Claims result from my death or personal injury, arising from or in connection with my membership of AusCycling or participation in Cycling Activities, whether caused by the negligence or breach of contract by AusCycling or in any other manner whatsoever;

b. release and indemnify AusCycling against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death or personal injury whether caused by the negligence or breach of contract by AusCycling or in any other manner whatsoever,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is directly caused or contributed to by the grossly negligent act of omission of AusCycling.

25. In consideration of AusCycling accepting my membership application I, to the extent permitted by law, release and forever discharge and indemnify and will keep indemnified and hold harmless AusCycling in respect of any Claim by any person:

a. arising as a result of or in connection with my membership of AusCycling or undertaking the Cycling Activities, whether caused by the negligence or breach of contract by AusCycling or in any other manner whatsoever;

b. against AusCycling in respect of any injury, loss or damage arising out of or in connection with my failure to comply with AusCycling's rules and/or directions, whether caused by the negligence or breach of contract by AusCycling or in any other manner whatsoever,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of AusCycling.

Insurance

26. I understand that AusCycling has arranged limited insurance coverage that may provide me with some protection for injuries I suffer and for property damage or bodily injury I may cause to third parties during my participation in Cycling Activities. A summary of these personal accident and public liability policies can be found on the AusCycling website.

27. In relation to the limited insurance arranged by AusCycling, I acknowledge, understand and accept as follows:

a. that this insurance is arranged on a group basis for all members and does not take into account my individual circumstances, and so may not provide me with full indemnity for every loss, damage or injury I experience during my participation in Cycling Activities. I acknowledge that I may also be required to pay an excess if a claim is made on my behalf;

b. that this insurance does not cover damage to my bicycle, equipment or any other personal property, including any financial loss resulting from that damage, whether during an AusCycling sanctioned event or at any other time while riding;

c. that my own insurance arrangements are ultimately my responsibility, and I will arrange any additional coverage I consider necessary - including but not limited to personal accident and bike insurance - at my own expense, having considered AusCycling's insurance arrangements and my own circumstances; and

d. that AusCycling may renew, vary or update its insurance policy and/or provider at any time during my membership, and reserves the right to amend, increase or decrease the level of benefits payable at its sole discretion. I understand that AusCycling may notify me of any such changes by one or more of email, SMS, other electronic transmission, posting to its website, membership platform and/or social media pages or any other method at its discretion as determined from time to time.

Club Transfers

28. For applicable memberships, a **primary** club transfer can be completed through the membership portal during the membership term.

29. I accept full responsibility to notify my current club of my wish to transfer and making good any outstanding payments I have before submitting the request to transfer/transferring.

30. I understand that my former primary club can request a suspension of my membership if the transfer has been completed and it is found that I have outstanding payments.

31. I understand that club fees cannot be pro-rated and to complete the transfer process, I must pay the club fee and administration fee in full.

Use of image

32. I acknowledge and consent to photographs and other electronic images being taken of me during my participation in any Cycling Activities. I acknowledge and agree that such photographs

and electronic images are owned by AusCycling and that AusCycling or other third parties may use such photographs for promotional or other purposes without my further consent being required.

Privacy

33. I understand that the personal information I have provided in my membership application is necessary for the objects of AusCycling and is collected, used and disclosed in accordance with the AusCycling Privacy Policy. AusCycling may use and disclose my personal information for the purposes of conducting and administering Cycling Activities, providing me with member services or promotional material, complying with legal obligations or otherwise in accordance with the AusCycling Privacy Policy. AusCycling may share my information with third parties such as:

a. affiliates and other organisations involved in Cycling Activities in Australia, including the UCI;

b. companies engaged by AusCycling to carry out functions and activities on their behalf including direct marketing;

c. government agencies; and

d. AusCycling's professional advisers, including their accountants, auditors, lawyers and insurers.

34. Except for the abovementioned purposes, I understand that my information is not generally disclosed to anyone outside Australia. I acknowledge that AusCycling's policies contains information about how I may access and request correction of my personal information held by AusCycling or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by AusCycling. I understand that my membership application may be rejected if the information is not provided. I understand that if I do not wish to receive promotional material from AusCycling's sponsors and third parties that I must advise AusCycling via email or telephone or via the specific opt-out procedures provided in the relevant communication.

Publication of Sanctions

35. AusCycling reserves the right to publish details of any sanctions imposed on members where a breach of AusCycling policies has been found to be substantiated. This may include the name of the individual, the nature of the prohibited conduct, and the outcome of the matter. Publication will be undertaken in a manner considered appropriate by AusCycling and in accordance with applicable privacy and legal obligations and the relevant AusCycling policy.

Bar to proceedings

36. I acknowledge and agree that membership of AusCycling gives rise to a contract between me and AusCycling and that these terms and conditions form part of that contract. I further

acknowledge and agree that I will not commence any proceedings against AusCycling until I have exhausted all avenues of appeal or inquiry available to me under AusCycling's rules framework. AusCycling may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of me or by any person claiming through me. I acknowledge that where I commence proceedings against AusCycling, I:

a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;

b. waive any right to object to the exercise of such jurisdiction;

c. will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by AusCycling) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by AusCycling to remove the proceedings to the jurisdiction in which any incident occurs;

d. will pay the costs of any application made by AusCycling under paragraph 27(c) and will consent to any application for security of costs made at any time by AusCycling; and

e. consent to paying AusCycling's legal defence costs of the proceedings (on a solicitor client basis) where AusCycling successfully defends the proceedings.

Governing Law

37. The governing law of these terms and conditions is the law of Victoria. I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of state/territory in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

Entire Agreement

38. These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties and supersede all other agreements, understandings, representations and negotiations in relation to my membership of AusCycling and the Cycling Activities.

39. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

SCHEDULE 1

For recreational services or activities provided throughout Australia:

For recreational services to which the Australian Consumer Law (Commonwealth) applies: By accepting these terms and conditions, I agree that the liability of AusCycling in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) for any:

a. death;

b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

c. the contraction, aggravation or acceleration of a disease;

d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(i) that is or may be harmful or disadvantageous to me or the community;

(ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By agreeing to these terms and conditions, I agree that the liability of AusCycling in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW))* or *Civil Liability Act 2002 (WA)*, as applicable) for any:

a. death;

b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

c. the contraction, aggravation or acceleration of a disease;

d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(i) that is or may be harmful or disadvantageous to me or the community;

(ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012: If I agree to these terms and conditions, I will be agreeing that my rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** are excluded, restricted or modified in the way set out in these terms and conditions, if I am killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in these terms and conditions, AusCycling, is required to ensure that the recreational services it supplies to me:

(a) are rendered with due care and skill; and

(b) are reasonably fit for any purpose which I, either expressly or by implication, make known to the supplier; and

(c) might reasonably be expected to achieve any result I have made known to the supplier.

In accordance with section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the exclusion of these statutory guarantees is brought to my attention by these terms and conditions.

NOTE: The change to my rights, as set out in these terms and conditions, does not apply if my death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By agreeing to these terms and conditions, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of AusCycling flowing from them, are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of AusCycling will, at the discretion of AusCycling, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies: My rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies me with services including recreational services), there is:

a. statutory guarantee that those services will be rendered with due care and skill; and

b. statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve(as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying my rights: Under section 42 of the *Fair Trading Act 1987(SA)*, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify his or her liability for any personal injury suffered by me or another person for whom or on whose behalf I am acquiring the services (a third party consumer). If I agree to these terms and conditions, I will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third-party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by agreeing to these terms and conditions. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by agreeing to these terms and conditions. Even if I agree to these terms and conditions, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify my rights:

I agree that the liability of AusCycling for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

Recreational services are services that consist of participation in -

- sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about my rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By agreeing to these terms and conditions, I agree that the provisions of Part 3.2, Division 1, subdivision B of the Australian Consumer Law (NT) do not apply to the services provided to me, and AusCycling incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document, I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

END