

TERMS AND CONDITIONS

The Terms and Conditions detailed below apply to all entrants participating in an Association Nicola Werner organised ride, which is operated by Association Nicola Werner. Completion of the entry form by the participant is acknowledgement of acceptance of these Terms and Conditions.

1. The participant accepts that the event they are entering into is not a race in any format. There will be no timed races and time records to complete the ride will not be taken. Anyone considered to be competing against others will be stopped from riding and prohibited from attending any future events.
2. The participant acknowledges the inherent dangers and risks involved in participating in the activity. Risks may include, but are not limited to, collision with pedestrians, vehicles, other riders, or fixed or moving objects, and dangers arising from surface hazards, equipment failure, weather, inadequate safety equipment, use of equipment or materials provided by Association Nicola Werner or the participant.
3. The participant acknowledges that these risks may be caused by the participant's own actions, or inactions, the actions or inactions of others participating in the activity, the area and conditions in which the activity takes place, and/or the participant's own negligence or the negligence of others, whether or not known or reasonably foreseeable at this time. The participant undertakes to use good judgment and acknowledges his or her duty of care to other riders around them.
4. The participant accepts and assumes all risks and is fully responsible for his or her actions whilst attending the event. Association Nicola Werner does not accept responsibility for the actions of the participant nor the consequences of such action.
5. Each participant is responsible for providing his or her own insurance protection for his or her participation during the event. Any fees paid, where applicable, do not include any insurance protection for accident, sickness or negligence of any individual participant. Any accident or injury caused by any participant's actions will be the full responsibility of that participant.
6. Each participant is responsible for any fees or costs incurred or arising from an accident either involving or caused by the rider. This includes, but is not exclusive to, fees from police, fire, ambulance or any similar service such as a mountain rescue service. If the situation arises that the participant is not capable of making the decision to call the emergency services, or fails to do so for any reason, the participant agrees that a member of Association Nicola Werner or a member of public may call for them. In this situation, the participant still accepts the costs and consequences of such action.
7. The participant releases and discharges his or her right to sue Association Nicola Werner and/or its administrators, directors, agents, officers, volunteers and employees, other participating event organizers, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the activities take place from all liability, claims, demands, losses or damages on the participant's account, now or hereafter accrued, which are caused or alleged to be caused in whole or in part by the participant's involvement in, association with or travel to and from the activity, including the participant's negligence and the negligence of other participants.
8. Each participant, upon signing the Registration Form, agrees that they are physically and mentally capable of riding, are free from any illness or medical condition that would prevent them from riding and are of a level of fitness to ride the distance prescribed prior to the ride commencing. If, during the event, the participant decides to change route and distance then they do so at his or her own risk.
9. Where the organized ride is led by an Association Nicola Werner representative, Association Nicola Werner will endeavor to have a reasonable ratio of riders to each leader, suitable for the riding conditions.
10. The participant accepts that instructions and routes may deviate at the time of event.
11. The Registration Form must be completed by a person aged 16 years or over. Evidence of age may be requested by the organizer. Participants who are 16 or 17 will be permitted to participate in the event with the consent of their parent or legal guardian who must sign the Registration Form on the participant's behalf.

12. The participant agrees to wear, as a minimum, a suitably designed cycling helmet during the whole riding section of the event. Association Nicola Werner reserves the right to refuse entry to the event to anyone without a helmet or with inappropriate equipment or clothing.
13. The participant confirms that the cycle they are riding for the event and all of his or her equipment is of a suitable standard and state of road worthiness.
14. A substantial part of the ride will be on public roads and the participant is aware of this prior to leaving the ride starting point. If the participant has any concerns regarding the route and cycling on public roads, then they should not participate at all. Points along the route may not be marked so it is important that the participants stick to the group they are riding with.
15. The participant agrees that failing to return to the ride start point or alternative agreed end point may result in a search being organized and the subsequent costs will be billed to the participant.
16. No alcohol can be consumed during the ride.
17. The participant agrees to the use of his or her personal data in accordance with the Association Nicola Werner privacy policy
18. The participant grants Association Nicola Werner the irrevocable and unrestricted right and permission to use, re-use, publish, and re-publish his or her image, likeness, name and/or biographical information in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever.
19. The participant acknowledges that other terms and conditions and agreements may apply in addition to the attached including waivers, releases or liability agreements and, potentially bike hire or other terms. Any such other terms and conditions or agreements will apply in addition to, and shall not supersede, replace or otherwise affect these Terms and Conditions.
20. The participant understands that nothing in this Release shall limit or exclude Association Nicola Werner 's liability for: (a) death or personal injury caused by its negligence; (b) any other matter in respect of which it would be unlawful for Association Nicola Werner to exclude or restrict liability. The participant also agrees however that in the event Association Nicola Werner is found to be liable, in no circumstances will Association Nicola Werner 's liability exceed €10,000.
21. These Terms & Conditions shall be governed by French law and the courts of France shall have exclusive jurisdiction in respect of the same.

After careful deliberation, I, the participant voluntarily give my consent and expressly agree to all these Terms and Conditions as set forth above. By signing below, I agree that I have read, understand and expressly agree to the above agreement and terms and conditions.

Printed name of participant: _____

Mobile number: _____

Emergency contact name: _____

Emergency contact number: _____

Signature: _____

Parental consent (where participant is 16 or 17 years of age)

I am the parent or legal guardian of the participant. I have read and understood these Terms and Conditions and the documents referred to in them. I expressly consent to the entering into of a contract between Association Nicola Werner and the participant on these Terms and Conditions. In the event that the participant lawfully voids the contract or is incapable, due to the participant's age, of being liable for any loss or damage, I will myself accept such liability.

Printed name of parent/guardian: _____