CYCLING AUSTRALIA MEMBERSHIP APPLICATION 2012

CA OFFICE USE ONLY

Date received:

Date processed:

❒ New Member ❒ Transferring Member (Must attach Transfer Form) ❒ Renewing Member

PERSONAL DETAILS (please print clearly)

Licence number:..... First Name:..... Surname:.....

Unit No.:..... House No.:..... Street/Postal Address:.....

Suburb:..... State:..... P/Code:.....

Phone: (H):..... (M):..... (W):..... DOB:...../...../.....

Email:.....

Nationality:..... Gender: M ❒ F ❒

Emergency Contact Name:..... Phone:..... Relationship:.....

LICENCE INFORMATION

Tick if applicable

❒ MTB/BMX Upgrade **(Must attach copy of MTB/BMX licence)**

❒ 3 Ride Upgrade **(Must attach original permit)**

❒ 6 Month Licence **(from July 1 2012)**

❒ Club Only Licence

❒ Aust Defence Force

❒ J Cycle/Skill Cycle

Name of Club:.....

2012 Categories: (Please Circle One)

PLATINUM	GOLD	SILVER
COACHING	ELITE	RIDE ADULT
OFFICIATING	MASTERS	RIDE SENIOR
	U23 / J19 / J17	RIDE JUNIOR
	J13 / J15 / J11 / J9	RIDE KIDZ

If you have a disability have you been classified? ❒ No ❒ Yes, please indicate category:.....

DECLARATION

In signing this form I confirm that I have read and understood the conditions of membership of Cycling Australia including drug testing as set out in the following pages

Signature of applicant (or Parent/Guardian if under 18):..... Date:...../...../.....

Print Name of Parent/Guardian if under 18:..... Relationship to Member:.....

CLUB AUTHORISATION OF MEMBERSHIP

This form does not replace a licence and is only interim proof of membership. It is only valid in original form, signed and stamped (club stamp) by the issuing club. The period of validity is for one calendar month from the date signed by the club official below.

I acknowledge I have received all the membership fees for the above applicant.

Signed by the Club (appointed official)

Name:..... Signature:.....

Position held:..... Date:...../...../.....

Amount paid:..... Club receipt no.:.....

CLUB STAMP HERE

(Please photocopy before sending original to provide a copy for your records)

CONDITIONS OF MEMBERSHIP

UPON SIGNING THE MEMBERSHIP APPLICATION FORM AND LICENCE CARD, THE APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE CONDITIONS

1. I hereby declare that I am aware of no reason why I should not be issued with the licence requested. I declare that I have not applied for a licence for the same year to the UCI or to any other National Federation. I assume exclusive liability for the application and for the use that I shall make of the licence.
2. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations. 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 before the authorities provided for in The Regulations.
3. All members/license holders are bound by the Australian Cycling Federation Anti-Doping Policy. This policy applies to:
   - Any person competing in any competition under the control ACF or on any facilities of the ACF.
   - Any person who has competed in the last 12 months or who has used ACF facilities in the last 12 months.
   - Any person who is a member of the ACF, a State Cycling Association or any body affiliated to the ACF.
   - Any person taking part in or involved with any sporting activity conducted or authorised by the ACF.
   - Any person who administers, managers, coaches or assists in cycling.

All of the above are bound by the policy and must comply with it. Copies of the Policy are available from the office of ACF and on its website at www.cycling.org.au

Furthermore:

- They are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas
- ACF and its authorized officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance, which is found.

4. Should I participate in a cycling race where a drug test is conducted under the UCI Drug Test Regulations, I agree to submit to such drug tests. I agree that the results of the analysis may be made public and communicated in detail to my club, team or trade team or to my coach or doctor. I undertake to submit any protests concerning drug abuse to the “Court of Arbitration for Sport” (CAS), whose decision I shall accept as final. I agree that all urine samples taken shall become the property of the UCI, which may have them analysed, especially for purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or trade team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.
5. I accept the conditions regarding blood tests and accept to undergo blood tests.
6. ASSUMPTION OF RISK

   IN THIS CLAUSE 6:

   "ORGANISER" means and includes the Australian Cycling Federation Inc trading as Cycling Australia ("CA"), its subsidiaries, its members (including, but not limited to, its affiliated state Constituent Associations as defined in ACF's constitution) and clubs affiliated with Constituent Associations, and their respective directors, officers, members, servants or agents.

   “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 a claim against ORGANISER by any person entitled to make a claim under a relevant ACF insurance policy.

   "Cycling Activities" means performing or participating in any capacity including but not only as a Member in any authorised or recognised ORGANISER activities.

   NOTE: Section 74 of the Trade Practices Act (“Act”) implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

   I declare that I am medically and physically fit and able to participate in Cycling Activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.

   I acknowledge that the ORGANISER relies on information provided by me, and that all such information is accurate and complete.

   I acknowledge that Cycling Activities are inherently dangerous. I recognise that there are risks specifically associated with Cycling Activities which include, but are not limited to, collisions and contact with other participants and road users, riding on roads which are or may be closed or partially closed to traffic, the remoteness of the areas in which a ride takes place, sudden and unexpected changes in weather, physical exertion and difficulties in evacuation if I become disabled. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged.

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

   I agree to follow any rules set by the ORGANISER in connection with any Cycling Activities. In particular, I have been advised to wear an approved helmet at all times during Cycling Activities. If I fail to comply with the ORGANISER’S rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.

   I have voluntarily read and understood these warnings and accept and assume all risks associated with my participation in Cycling Activities, including the possibility or injury, death, loss or damage.

   In consideration of ACF accepting my membership application I:

   - release and will release ORGANISER from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Cycling Activities; and
   - indemnify and will keep indemnified ORGANISER to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my membership or my participation in Cycling Activities .

   I further agree to indemnify and keep indemnified the ORGANISER against all Claims made by any other person against the ORGANISER in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the ORGANISER’S rules and/or directions.

   I agree and acknowledge that, to the extent permitted by law, the ORGANISER shall not be liable for any injury, loss or damage I suffer or by any other person arising from or in connection with my participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the ORGANISER or otherwise, or by the ORGANISER’S servants or agents.

   To the extent permitted by law, I acknowledge and agree that all warranties, covenants and stipulations implied by law are hereby excluded.

   I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to the ORGANISER before I leave the relevant venue.

   If I suffer any injury or illness, I agree that the ORGANISER may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

   I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND THAT IT HAS BEEN EXPLAINED TO ME, AS REQUIRED. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE OR OTHER ACKNOWLEDGEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

7. PRIVACY

   I understand that information I have provided on this membership application form and any other personal information I provide to CA from time to time (**Personal Information**) may be used by CA in ways necessary for CA to provide me with membership benefits. I acknowledge and agree that CA may use my Personal Information in accordance with the CA Privacy Policy. I understand that CA Privacy Policy as amended from time to time shall be available for my review at www.cycling.org.au. I expressly acknowledge that CA may use my Personal Information to research, develop and directly market products, services, merchandise and special offers made available by CA, sponsors, affiliated organisations and third parties. I acknowledge that I may notify CA if I do not wish to receive any such direct marketing material. I acknowledge I am able to access and review my Personal Information.