



CLUB VOLUNTEER MEMBERSHIP

Please fill in all details and post to:
BMX Australia
PO Box 6310 Alexandria NSW 2015
Fax: 02 9339 5888

Name of Club: _____

First Name: _____ Last Name: _____

Address: Unit No. _____ House No. _____ Street: _____

Suburb: _____ State: _____ Postcode: _____

Phone (H): _____ (M): _____ Gender: M F

Email: _____ DOB: ____ / ____ / ____

I have read and understood the terms and conditions of volunteer membership overleaf.

I understand that this is an application to be a volunteer for BMXA and does not grant me a licence or right to participate in a cycling activity as a rider.

Volunteer signature if 18 years or over: _____ Date: ____ / ____ / ____

To be signed by Guardian if under 18 years of age: Guardian Name: _____

Guardian Signature: _____ Relationship to Volunteer: _____

Position of Volunteer: _____

This form, duly completed by the above mentioned applicant, shall be proof that such person takes on the above mentioned volunteer position within the club.

I acknowledge that the above applicant will take on the position specified within the club.

Name of Official: _____ Signature of Official: _____

Position held: _____ Date: _____

CONDITIONS OF MEMBERSHIP

UPON SIGNING THE MEMBERSHIP APPLICATION FORM, 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 membership requested. I declare that I have not applied for a membership 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.

2. I hereby undertake to respect the Constitution and Regulations of the UCI, its Continental Confederations and its National Federations.

I shall contribute to 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 are bound by the Australian Cycling Federation Anti-Doping Policy (ADP). The ADP applies to:

- Any person competing in any competition under the control of BMXA or on any facilities of BMXA.
- Any person who has competed in the last 12 months or who has used BMXA facilities in the last 12 months.
- Any person who is a member of BMXA, a State Cycling Association or any body affiliated to the BMXA.
- Any person taking part in or involved with any sporting activity conducted or authorised by the BMXA.
- Any person who administers, managers, coaches or assists in cycling.

All of the above are bound by the ADP and must comply with it. Copies of the ADP are available from the office of BMXA and on its website at www.bmxaustralia.com.au

Furthermore all such persons acknowledge and agree that:

- They are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas:

and

- BMXA 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. I accept the conditions regarding blood tests and accept to undergo blood tests.

5. ASSUMPTION OF RISK

In this clause 5:

"ORGANISER" means and includes BMX Australia Inc trading as BMX Australia ("BMXA"), its subsidiaries, its members (including, but not limited to, its affiliated state Constituent Associations as defined in BMXA'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 BMXA 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.

(a) I declare that I am medically and physically fit and able to fulfil the requirements of my volunteer position. 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.

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

(c) 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 or officiating 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.

(d) 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.

(e) I agree to follow any rules set by the ORGANISER in connection with any 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.

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

(g) In consideration of BMXA accepting my membership application I:

(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

(ii) 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 .

(h) 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) 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.

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

(k) 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.

(l) 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.

(m) 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

BMXA is committed to the protection and privacy of members' personal information. I understand that the information that I have provided on this membership application form is necessary for the purposes of BMXA and for BMXA to provide me with membership benefits. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of BMXA. If the information is not provided my application for membership may be rejected. I acknowledge that BMXA may also use my personal information for the purposes of providing me with promotional material from BMXA sponsors or third parties. I may advise BMXA if I do not wish to receive any sponsor or third party material. BMXA records members' personal information on a national database protected by appropriate security protocols. Records of members who are also accredited coaches or commissaires are also provided to the Australian Sports Commission for the purpose of administering these national accreditation schemes. I acknowledge I will be able to access my personal information through BMXA upon reasonable notice.