



In support of Youth Futures

## TERMS AND CONDITIONS INCLUDING WAIVER OF LIABILITY

### DEFINITIONS:

“Event” means the Pipeline Challenge, including mountain bike riding and other associated activities.

“I” means the person completing the registration personally or on behalf of another person.

“Licensor” means Youth Futures Ltd (ABN 11 124 211 565) and Youth Futures Foundation (ABN 31 601 281 092), who have granted rights to Big Yellow to operate the Event and will provide marketing, personnel, financial and administrative support.

“Organisers” means Big Yellow Mining Pty Ltd (ABN 47 640 765 073) and includes its directors, officers, employees, agents, volunteers and contractors, together with the local government and all public bodies, landholders, sponsors and suppliers in any way involved in the organisation or conduct of the Event.

“Participant” means the person participating in the Event, including as a Rider, Support Crew member or Volunteer.

“Sponsors” means any individual, organisation, or entity that provides financial, in-kind or promotional support to the Event, whether directly or indirectly, including their officers, employees, contractors and agents.

“Terms” means these Terms and Conditions.

1. I warrant that all information provided to the Organisers is true, correct and complete.  
Personal information will not be disclosed to any third party.
2. If registering another person to be a Participant, I warrant that I am authorised to do so and that the Participant has read the Terms and agrees to be bound by them.
3. I acknowledge that any Participant under the age of 18 on the first day of the Event must have Parent/Guardian consent to participate in the Event.
4. I acknowledge that any Participant under the age of 18 on the first day of the Event must be accompanied by an adult for the duration of the Event.
5. I acknowledge that the Organisers may, in their absolute discretion, refuse an application for registration.
6. I acknowledge that the Organisers reserve the right to change any team name that conflicts with another team name or is of an unacceptable nature. Organisers will contact the Team Captain to discuss any necessary name changes.
7. I agree to notify the Organisers in writing should I wish to cancel my participation in the Event.
8. I acknowledge that all donations made as part of my fundraising efforts are non-refundable.
9. I declare that I am mentally and physically able to participate in the Event and agree to disclose any pre-existing medical conditions that may affect my performance or be relevant if medical treatment is required.

10. I agree to seek all appropriate medical advice if I have any health issues or doubts prior to participating in the Event.
11. I understand that I should not participate in the Event unless I have trained appropriately and am in good physical condition. I declare that I will ride within my skill level and capability during the Event.
12. I declare that my participation in the Event is voluntary. I acknowledge that mountain biking is a dangerous recreational activity involving obvious and inherent risks as defined in the Civil Liability Act 2002 (WA), including but not limited to collisions, over exertion, dehydration, injuries arising from exposure to extreme weather, injuries arising from faulty equipment, injuries arising from contact with other participants or wildlife, and difficulties in evacuation due to the remoteness of the areas in which the Event takes place, which could lead to serious injury or death. I accept and assume all risks associated with participation in the Event, including the possibility of injury, death, loss or damage.
13. I acknowledge that there are dangers associated with the consumption of alcohol or any mind-altering substance before or during the Event and accept full responsibility for any injury, loss or damage associated with such consumption.
14. I give consent for the Organisers to provide or authorise emergency evacuation and medical treatment if I suffer any injury or illness during the Event, including in remote or hard-to-access areas. I understand that such assistance may be limited by location, weather, or available services. I agree to bear all such associated costs to the extent they are not covered by insurance or third parties and acknowledge the importance of complying with safety directions at all times.
15. I understand that the insurance arranged by the Organisers for Participants in the Event may not cover me for all injury, loss or damage sustained by me.
16. I acknowledge that I am fully responsible for the security of my personal possessions during the Event and that the Organisers accept no responsibility for the loss or theft of any Participant's belongings, valuables or equipment.
17. I agree to promptly report any accidents, injuries, loss or damage I suffer during my participation in the Event.
18. I declare that I will wear an Australian Standards-approved cycling helmet at all times whilst riding a bike during the Event.
19. I declare that my support vehicle will carry a fully stocked first aid kit, as per the equipment list on the Event website, at all times during the Event.
20. I declare that my bicycle equipment is appropriate for the terrain, well-maintained and appropriate for use.
21. I declare that my support vehicle is licensed, roadworthy, appropriate for the terrain, and covered by comprehensive insurance.
22. I acknowledge that Participants riding in the Event must raise a minimum of \$1,700 in order to participate in the Event and agree to meet this requirement.
23. I acknowledge that Participants who are acting as a Support Crew member and not riding in the Event must aim to raise a minimum of \$500 to participate in the event and agree to meet this requirement. The Organisers may refuse participation if the minimum threshold of \$500 is not met by the Event date.
24. I acknowledge that Event communication will principally be made via email. I agree to provide a valid email address during the registration process. If I do not have access to an email address, I agree to inform the Organisers via phone as soon as possible.

25. I acknowledge that in accepting these Terms, I agree to receive electronic updates. Participants can then unsubscribe from electronic information.
26. I agree to read information that is made available on the Event website, in e-newsletters, the Event manual and other literature concerning the Event.
27. I agree to follow any guidelines, rules, directions and instructions issued by the Organisers. I acknowledge that failure to do so may result in immediate exclusion from the Event, in which case no refund will be given.
28. I agree to conduct myself in a safe and responsible manner during the Event, using common sense at all times.
29. I agree not to engage in any anti-social behaviour, criminal activity or other conduct that may result in harm or damage to me, other participants or property. I acknowledge that failure to do so may result in exclusion from the Event, in which case no refund will be given.
30. I agree to not smoke during the event.
31. I acknowledge that littering is prohibited and that all care must be given to the natural environment, wildlife and property on which the Event is conducted. I agree not to ride or drive off the designated trail set by the Organisers.
32. I acknowledge that no animals are permitted at the Event.
33. I give consent to the Organisers and Sponsors to collect and distribute event-related media, including name, photographs, video images, results, and interviews, before, during, and after the Event without further consent or remuneration.
34. I agree that the Organisers may, in their sole and absolute discretion, delay, reschedule, modify or cancel the Event. If the Event is delayed, modified or cancelled due to reasons beyond the control of the Organisers, including but not limited to extreme weather, acts of terrorism, riot, war, threatened or actual strike, fire, flooding, earthquake, material shortage, unavoidable casualty or unsafe track conditions, there will be no refund of donations made and the Participant will have no claim for damages or loss of any kind against the Organisers.
35. To the fullest extent permitted by law, I release and indemnify the Organisers and Sponsors from all liability (including liability for any negligence) for any claim, action, proceeding, demand, loss or damage (including personal injury, death, property damage or economic loss) arising from or in connection with my participation in the Event, and indemnify and hold harmless the Organisers and Sponsors from and against any and all liabilities, claims, actions, damages, costs or expenses (including legal costs on a full indemnity basis) arising from my acts or omissions in connection with the Event. For the avoidance of doubt, Youth Futures Ltd and Youth Futures Foundation, in their capacity as Licensor, provide strategic, financial, administrative and marketing support for the Event only, however they do not organise, manage or operate the Event. Neither Youth Futures Ltd nor Youth Futures Foundation accept any responsibility or liability for the conduct or safety of the Event, and this indemnity does not extend to any such operational matters.
36. I acknowledge that I have read and understood the Terms and declare that by completing the registration to participate in the Event, I agree to be bound by them.
37. These Terms are governed by the laws of Western Australia. I submit to the non-exclusive jurisdiction of the Western Australian courts. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **PRIVACY AND DATA USE**

The Organisers may collect, use and disclose your personal information for the administration and operation of the Event, including event logistics, medical support, communication, photography, marketing and

fundraising activities. Personal information may be shared with third-party service providers (such as timing providers, medical staff, and fundraising platforms) as reasonably necessary for the conduct of the Event. By registering, you consent to such collection and use. The Organisers' privacy policy is available on request.

#### **ACCEPTANCE OF TERMS**

By registering for or participating in the Event, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions. In the absence of your express acceptance in writing, your participation in the Event will be deemed to constitute your acceptance of these Terms, including the waiver of liability, release and indemnity provisions set out above. If you do not agree to these Terms, you must not participate in the Event.