

Curve Expeditions - Release and Waiver of Liability

By booking your expedition you acknowledge that you have received and read all of the information provided by Curve for your expedition, including the Curve Expeditions Booking Conditions and this waiver of liability.

“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 the expedition organiser, Curve Cycling International Pty Ltd (**Curve**) by any person entitled to make a claim.

“Cycling Activities” means performing or participating in any cycling capacity either on or off road including in any authorised or recognised activities or events.

“Expedition Activities” means activities during Curve expedition.

Curve shall not be liable to you for any: loss of, or damage to, your property caused by your own act or omission; or for disappointment; or claim for loss of enjoyment; or loss incurred as a result of events outside of Curve’s control; or loss incurred due to the theft of bicycles; or loss incurred due to injury as a result of cycling either on or off road, or loss related to any business of yours such as lost data, lost profits, loss of business, loss of contracts, loss of goodwill or other business loss that you may incur as a result.

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.

1. I declare that I am medically and physically fit and able to participate in Cycling Activities and Expedition 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.
2. I acknowledge that Curve relies on information that I provide, and I warrant that all such information I provide is accurate and complete.
3. I acknowledge that Cycling Activities are inherently dangerous. I recognise that there are specific risks associated with Cycling Activities which include, but are not limited to, accidents, collisions with other expeditioners, the remoteness of the areas in which my expedition 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 during Cycling Activities which may result in me being injured or even killed, or my property being damaged.
4. 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.

5. I understand and acknowledge that the nature of the expedition is adventurous and participation involves a degree of personal risk. I understand and acknowledge that I will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges that may be greater than those present in my daily life.
6. I understand and acknowledge that it is my responsibility to acquaint myself with all relevant travel information, including applicable health risks and the nature of the expedition itinerary. I understand and acknowledge that my decision to travel is made in light of consideration of this information and I accept that I am aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, Curve accepts no liability in relation to these additional risks.
7. I agree to follow any rules set by Curve in connection with any Cycling Activities and Expedition 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 Curve expedition leader's rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.
8. I have voluntarily read and understood these warnings and accept and assume all risks associated with my participation in Cycling Activities and Expedition Activities, including the possibility of injury, death, loss or damage.
9. In consideration of Curve accepting my booking, I:
 - a. release and will release Curve from all claims that I may have or may have had but for this release arising from or in connection with my participation in the Expedition; and
 - b. indemnify and will keep indemnified Curve into the extent permitted by law in respect of any claim by any person arising as a result of or in connection with my booking or my participation in the expedition.
10. I further agree to indemnify and keep indemnified Curve against all claims made by any other person against Curve in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Curve's rules and/or directions.
11. I agree and acknowledge that, to the extent permitted by law, Curve shall not be liable for any injury, illness, loss or damage I suffer or by any other person arising from or in connection with my participation in the expedition, whether such injury, loss or damage was caused directly or indirectly by the negligence of Curve or otherwise, or by Curve's servants or agents.
12. To the extent permitted by law, I acknowledge and agree that all warranties, covenants and stipulations implied by law are hereby excluded.
13. I agree to report any accidents, injuries, loss or damage I suffer during any Cycling Activities to Curve. If I suffer any injury or illness, I agree that Curve 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.
14. Copyright and right to use image: I acknowledge and consent to photographs, video, audio recordings, multimedia or film likeness being taken of me by or on behalf of Curve

during my participation in the expedition. I acknowledge that the photographs, video, audio recordings, multimedia or film likeness are owned by Curve and that Curve may use the photographs, video, audio recordings, multimedia or film likeness for promotional or other purposes without my further consent being obtained. Further, I consent to Curve using my name, image, likeness and also my participation in the expedition, at any time, to promote the expedition by any form of media.

15. Curve, in its sole discretion, may delay, modify, or cancel the expedition if it believes the conditions are or will be unsafe before or after the commencement of the expedition. If, the expedition is delayed, modified, or cancelled for any reason, including but not limited to acts of force majeure or the elements (including, but not limited to, high winds, rain, hail, thunder storms, hurricanes, tornados, cyclones, volcanic eruptions, earthquakes, landslides, blizzards), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, civil unrest, war, public disaster, flood, pandemic, unavoidable casualty, course conditions, or any other cause beyond the control of Curve.

Governing law and jurisdiction:

The laws of Victoria, Australia govern this Release and Waiver of Liability to the fullest extent allowable. Nothing in this Release and Waiver of Liability, including this clause, affects your rights as a consumer to rely on any applicable local laws.

I acknowledge that I have read this assumption of risk. I fully understand and acknowledge its terms and that I have given up substantial rights by signing and accepting it. I accepted the document freely and voluntarily without any inducement made to me and intend other acknowledgement to be a complete and unconditional release of all liability to the greatest extent by law.

Name

Signature

Date