

## Cycling New Zealand One Day Licence Terms and Conditions

I, the person who has applied (or, if under 18, the parent/guardian/caregiver of said person) to Cycling New Zealand and either CNZRT, MTBNZ or BMXNZ (my Member Organisation) for a Membership and to become a member of my Member Organisation for a 'One Day' Licence:

### 1. Declare that:

- (a) I am not aware of any reason why I should not be issued with the membership requested;
- (b) I have not applied for a licence for the same year to the International Cycling Union (UCI) or to any other national cycling federation;
- (c) I assume exclusive liability for this application and for the use I will make of the membership.

### 2. Undertake to:

- (a) return my membership card immediately in the event of any substantial change to the circumstances existing at the time of this application;
- (b) comply with the constitutions, regulations, policies, manuals, guidelines and reasonable directions of Cycling New Zealand, my Member Organisation and the UCI ;
- (c) participate in cycling competitions and events in a fair and sporting manner;
- (d) submit to disciplinary measures taken against me by Cycling New Zealand, my Member Organisation or the UCI and take any appeals and litigation before the authorities provided for in the Constitution or Regulations of Cycling New Zealand, my Member Organisation or the UCI;
- (e) accept the Judicial Panels established by Cycling New Zealand and my Member Organisation, the New Zealand Sports Disputes Tribunal and the Court of Arbitration for Sport (CAS) as the only competent jurisdictions in cases provided for by the Regulations of Cycling New Zealand and UCI and that, in the case of CAS, its decisions will be final and binding and not subject to further appeal;
- (f) subject to paragraph (e), submit any litigation with the UCI exclusively to the tribunals at UCI headquarters.

3. Undertake to comply with the Anti-Doping Policies of Cycling New Zealand and my Member Organisation, the UCI Anti-Doping Regulations, the clauses of the World Anti-Doping Code and its International Standards to which the UCI Anti-Doping Regulations refer, as well as the anti-doping regulations of other competent bodies as per the UCI Anti-Doping Regulations and the World Anti-Doping Code, provided that those regulations comply with the World Anti-Doping Code. I accordingly acknowledge and accept:

- (a) that all urine samples taken will become the property of the UCI, which may have them analysed, especially for purposes of health protection research and information;
- (b) that the results of any analysis may be made public and communicated in detail to my club or team or to my paramedical assistant or doctor;
- (c) that my doctor or the doctor of my club or team may, on request from the UCI, communicate to the UCI a list of any medicines I took and treatment I underwent before any given competition;
- (d) the conditions regarding blood testing and agree to undergo blood tests.

4. Warrant that the details set out in the Application for a Membership are true and correct. If they change I acknowledge that I am required to notify Cycling New Zealand of the changes, in writing, as soon as possible after they occur.

### 5. Understand and agree that:

- (a) Cycling New Zealand and my Member Organisation may use the information collected in this form for purposes relating to my membership of Cycling New Zealand and my Member Organisation and for communicating with me about my membership and matters affecting my Member Organisation and Cycling New Zealand;
- (b) The information will also be recorded on Cycling New Zealand databases;

(c) Cycling New Zealand and my Member Organisation may disclose the information to third parties, including sponsors, stakeholders, the UCI and other organisations referred to in this form;

(d) I will have access to my personal information; and my personal information will be corrected on request.

(e) Once payment has been made for my licence and/or club and centre fees, refunds & cancellations will be issued in the event of a technical error, or if a club does not approve my application for membership.

6. Acknowledge and agree that, where I participate in an event organised by Cycling New Zealand, a Member Organisation or a club affiliated to a Member Organisation:

(a) I am aware of the dangers of competitive racing and the real risk of injury and accept all risks flowing from my participation in every event;

(b) I am responsible for reading and understanding any written race instructions;

(c) I will abide by all race rules and directions issued by the event organisers and will obey all relevant road rules;

(d) Briefings, signage, and course marshals, are a service to me and other competitors but are not a guarantee of safety;

(e) Should circumstances require a change of format or categories within an event, I consent to those changes being made by the organisers;

(f) As the organisers cannot control every eventuality, I release all persons associated with every event from any claims arising out of my participation;

(g) If I am involved in an accident, I will not seek to blame or make a claim against the organisers; nor will I assist anyone else in making such a claim;

(h) In the event of an accident I consent to receiving any medical treatment the event organiser or medical or paramedical personnel think necessary;

(i) I am responsible for the maintenance and safety of my bicycle and the security of all other equipment and personal possessions used in connection with every event;

(j) If I have any concerns with the race organisation, I will raise them with the organisers first.

7. Acknowledge and agree that additional conditions apply for the 'One day' Licence:

(a) I am aware that this 'One Day' event licence is valid for participation in the 2019 Mountain Bike National Championships which takes place on Saturday 16<sup>th</sup> (XCO) and Sunday 17<sup>th</sup> (DH) March 2019.

(b) I am not entitled or eligible to participate in any other events that requires a Cycling New Zealand licence apart from those stated above.