

Terms and Conditions

1. **Waiver and Release of Liability, Assumption of Risk and Indemnity**

1.1. In consideration of Cyclepro Concepts (CPC) accepting my participation in any training program, coaching packages or event, or skills training conducted by CPC which may involve a significant risk of physical harm, I agree to this release of claims, waiver of liability and assumption of risk. I am aware that mountain biking and cycling in general is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.

1.2. I accept all of the inherent and obvious risks that mounting biking and cycling in general is a dangerous recreational activity and the possibility of personal injury, death, property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of mountain biking and cycling in general is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these risks contribute to such enjoyment and excitement being a reason for my participation.

1.3. I hereby release and forever discharge from all liability and agree not to sue CPC and its officers, employees, volunteers, agents, contractors, sub-contractors, public bodies, land holders and sponsors from any and all claims, suits demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death property damage or loss sustained by me as a result of my participation in a training program or event.

1.4. I hereby indemnify and hold harmless CPC, its officers, agents, contractors, sub-contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in a training program or event.

2. **Payment**

2.1. Member will receive the Services ("Service(s)") outlined selected during signup and subject to payment of the Coaching Fees ("Fees") set forth under Pricing Schedule ("Pricing")

2.2. Unless otherwise agreed, all coaching packages are a minimum of 3 months.

2.3. After your first 3 months your membership will automatically be renewed until it is cancelled.

2.4. Any additional fees for other CPC offerings must be negotiated, in writing, in advance of performing the service and mutually agreed upon between CPC and myself.



The Complete Cycling Experience

2.5. All prices are quoted in AUD (Australian Dollars)

3. **Confidentially**

3.1. I agree that the services provided by CPC are strictly confidential and my not be disclosed to any third party without the express written consent of CPC, including by not limited to, the materials provided to me from CPC, the techniques and methodologies used by CPC and its staff in rendering Services under this arrangement and the substance of the communications between CPC and me. I agree that I shall not reproduce any materials provided to me by CPC and, further, that I will not remove any proprietary markings from materials provided to me by CPC, including any confidentiality notices and/or copyright notices.

3.2. It is expressly understood and agreed that CPC is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks and other intellectual property rights associated with the Services.

Signature of Client

Date

Signature of Parent/Guardian (if
under the age of 18)

Date

Once signed, please send a copy back to info@cyclepro.com.au.