

Level 1 AustCycle Teacher Accreditation Program

APPLICATION FORM

Personal Details

First Name: _____ Surname: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone: (Hm) _____ (Wk) _____ (Mob) _____

Email: _____

DOB: ____/____/____ Gender: Male Female

Attending on behalf of: _____ (company/organisation)

Emergency

Contact Name: _____ Phone: _____ Relationship: _____

Membership Details (Note: one option must be ticked)

I am a current member of:

Cycling Australia (CA) BMX Australia (BMXA) Mountain Bike Australia (MTBA)

OR I wish to become a member of AustCycle*

* Initial annual membership to AustCycle included in Level 1 AustCycle Teacher Accreditation Program course fee. For this purpose this "Application Form" will also constitute as the "Cycling Australia Membership Application" form.

Course and Venue Details

Date/s: _____ Venue: _____ State: _____

Payment Details – Course Fee

Payment for \$495 (including GST) can be made:

Electronically to: Account Name: **AustCycle Pty Ltd** Bank: **CBA**

BSB No: **062-141** Account Number: **1024-6339**

(Please note your surname and "ATAP Course Fee" when paying by this method)

Credit Card: Card type: Visa / Mastercard) (Please circle one)

Card Number: _____ / _____ / _____ / _____ Expiry Date: ____/____

Cardholder Name: _____ Signature: _____

(Application Form continued over page)

Level 1 AustCycle Teacher Accreditation Program - APPLICATION FORM (cont'd)

Eligibility Criteria for Level 1 ATAP and Supporting Document Checklist

The following supporting documentation must be submitted with this application form:

- Copy of one certificate for: - Beginning Coaching General Principles course OR
- NCAS CycleSkill Coach Accreditation Program OR
- Level 1 Coach Accreditation.
- Copy of current and acceptable First Aid Qualification.
- Copy of current "Working With Children" check.
- Copy of Cycling Australia / BMXA / MTBA Membership card (if held) OR
agree on this form to become a member of AustCycle.

Following completion of the Level 1 AustCycle Teacher Accreditation Program course:

- Successfully meet the requirements of the NCAS Level 1 AustCycle Teacher Accreditation Program.
- Agree to the [AustCycle Code of Behaviour](#).
- Maintain status as AustCycle Level 1 Accredited Teacher by ensuring First Aid qualifications, "Working With Children" checks and membership (CA, BMXA, MTBA or AustCycle) remain current and valid.

Declaration

In signing this form I confirm that I have read and understood the "Conditions of Membership" of Cycling Australia/AustCycle and the "Terms" printed on the last page of this form. I acknowledge and accept that cycling carries a degree of risk of injury. I agree to obey all the AustCycle rules, directions and decisions of all AustCycle Presenters and officials whilst I am participating in the AustCycle Teacher Accreditation Program. AustCycle Pty Ltd reserves the right to refuse to allow any person from participating in the AustCycle Teacher Accreditation Program.

Signature of Applicant _____ Date _____

Return this completed Application Form and ALL supporting documentation to:

Attn: AustCycle National Education Coordinator
Post: AustCycle, C/- PO Box 6310, Alexandria, NSW 2015
Fax: (02) 9339 5888
Email: info@austcycle.com.au

TERMS

Representations and Warranties: I warrant that I am in good physical condition and have no medical condition, complaint, impairment or ailment that will prevent me from participating in the AustCycle Teacher Accreditation Program or that will be detrimental to my health, safety or physical condition or the health, safety or physical condition of others while participating in an AustCycle Teacher Accreditation Program or while at or near the Program.

Release and Indemnity I hereby release and forever discharge each of AustCycle Pty Ltd, and their officers, directors, employees, agents and contractors and sponsors, from any and all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever including negligence, which I, my executors or administrators or any other person has or might assert against any of them arising from, in relation to, incidental to or by virtue of any injury, loss or damage suffered or sustained in connection with participation in the AustCycle Teacher Accreditation Program or at any time when near the AustCycle Teacher Accreditation Program. I hereby indemnify and hold harmless, and shall keep indemnified and held harmless, each of AustCycle Pty Ltd, their officers, directors, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from, in relation to or by virtue of:

(1) Any injury, loss or damage sustained by me.

(2) 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 the AustCycle Teacher Accreditation Program at any time when I am near the AustCycle Teacher Accreditation Program. I acknowledge that AustCycle's insurance policy covers me for public liability and personal indemnity whilst participating in an AustCycle Teacher Accreditation Program. I agree to wear an Australian Standards approved cycling helmet whilst riding a bike at all times during this period. I agree that I am responsible for my personal accident insurance, ambulance cover and any medical costs not covered by AustCycle's insurance.

I hereby agree to allow the Participant's name, photograph, video, audio recordings, multimedia or film likeness to be used in the media and by AustCycle, the sponsors, or assigns for the purposes of promoting AustCycle, the AustCycle Teacher Accreditation Program and the sport of cycling.

CONDITIONS OF MEMBERSHIP

UPON SIGNING THE MEMBERSHIP APPLICATION FORM AND LICENCE CARD, 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 licence requested. I declare that I have not applied for a licence for the same year to the UCI or to any other National Federation. I assume exclusive liability for the application and for the use that I shall make of the licence.

2. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations. I shall participate in 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/license holders are bound by the Australian Cycling Federation Anti-Doping Policy. This policy applies to:

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

All of the above are bound by the policy and must comply with it. Copies of the Policy are available from the office of ACF and on its website at www.cycling.org.au

Furthermore:

- They are liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas
 - ACF 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. Should I participate in a cycling race where a drug test is conducted under the UCI Drug Test Regulations, I agree to submit to such drug tests. I agree that the results of the analysis may be made public and communicated in detail to my club, team or trade team or to my coach or doctor. I undertake to submit any protests concerning drug abuse to the "Court of Arbitration for Sport" (CAS), whose decision I shall accept as final. I agree that all urine samples taken shall become the property of the UCI, which may have them analysed, especially for purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or trade team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.

5. I accept the conditions regarding blood tests and accept to undergo blood tests.

6. ASSUMPTION OF RISK

IN THIS CLAUSE 6:

"ORGANISER" means and includes the Australian Cycling Federation Inc trading as Cycling Australia ("CA"), its subsidiaries, its members (including, but not limited to, its affiliated state Constituent Associations as defined in ACF'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 ACF 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.

I declare that I am medically and physically fit and able to participate in Cycling 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.

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

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 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.

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.

I agree to follow any rules set by the ORGANISER in connection with any Cycling 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 ORGANISER'S rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.

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.

In consideration of ACF accepting my membership application 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
- 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 .

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 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.

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

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.

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.

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

CA 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 CA and for CA 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 CA. If the information is not provided my application for membership may be rejected. I acknowledge that CA may also use my personal information for the purposes of providing me with promotional material from CA sponsors or third parties. I may advise CA if I do not wish to receive any sponsor or third party material. CA 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 CA upon reasonable notice.