

Terms and Conditions

By checking the box you confirm you have read through and understand all terms and conditions.

The term 'DirtCraft Ltd 'or 'our' or 'we' refers to the DirtCraft staff and volunteers. The term 'rider' or refers to the registrant of our programmes or events and encompasses a third party acting on behalf of the rider.

You confirm it is your responsibility to stay up to date with any updates as they develop via the communication platform relevant to the service DirtCraft is providing.

Registrations for our programmes and events is subject to the following terms of use: The content specified on our website is for your general information and use only, as real-world changes may alter proceedings and is subject to change without notice. Riders understand that information, resources and materials may contain inaccuracies or mistakes and understand that DirtCraft firmly takes no liability to the fullest extent permitted by law. Usage of information, resources and material provided by DirtCraft is entirely at the riders' own risk within or externally of a programme and or event. DirtCraft is not liable for if any products, services, or resources do not meet your specific requirements. All information provided to riders is owned by DirtCraft, this includes branding. To reproduce this information is prohibited other than in accordance with the copyright notice which forms part of these Terms and Conditions. All trademarks reproduced in DirtCraft which are not the property of, or licensed to, DirtCraft are acknowledged. Unauthorised usage of our information may give rise to a claim for damages and or be a criminal offence. DirtCraft may include links to other sites, these are offered to make it easy for you to gain access to further information. This does not signify that we endorse these sites or organisations. DirtCraft has no responsibility to any content that the linked websites provide, and should a dispute arise the outcome is subject to the laws of New Zealand.

DirtCraft Ltd – Rider Statement

Our sport of Mountain Biking has a range of hazards that pose risk to all participants. Said risks are variable and trail gradings give an indication of the severity of risk posed by the trail. DirtCraft programmes and events deliver appropriate challenge to the riders relative to conditions, trail grading and rider ability and experience along with other relevant information to the situation to the best of our ability.

Equipment & Supply Expectations

Bikes:

All riders are required to arrive with appropriate, well maintained, fully serviceable bikes that are suitable to the programme or event. Failure to do so may result in excluded or limited participation.

Safety Equipment:

All riders must wear the required safety equipment when participating in our programmes or events where relevant. This includes a suitable helmet (in safe condition), riding top, riding shorts/pants, covered shoes (laces posing no risk). Knee and elbow pads along with suitable front and rear light must be worn if required. Wind and or rain jackets and base layers are to be worn to allow the riders body to function properly in variable conditions where relevant. We encourage riders to bring and wear breathable and lightweight clothing suitable for the activity and conditions. A small backpack may be suitable for carrying items.

Food and Water:

All riders must bring sufficient food and water to cover themselves throughout the duration of the programme or event unless specified otherwise.

Individual Risk

Riders should have a clear understanding of their capabilities and limits. Any concerns in this area need to be communicated with DirtCraft to ensure unnecessary risk of accident is minimized. DirtCraft accepts no liability for loss, damage or injury to riders or equipment throughout a programme or event. Should a rider be deemed to carelessly compromise the

safety of themselves or others, DirtCraft has the right to exclude said rider or terminate their session.

Payment Terms

Payment is required in full by due date. If a rider cannot pay by the due date this needs to be communicated with tristanhride@gmail.com where a case by case plan can be clarified.

Failure to pay and or communicate for 2 weeks after due date may result in the rider being excluded from current and future programmes/events.

Liability

Any damage accidental or intentional to DirtCraft, staff, volunteer or contractor equipment is unacceptable. This will result in a bill to pay for any damages.

Copyright conditions

All coaching techniques, session plans and skill learning methods, resources, and information is the intellectual property of DirtCraft Limited. It is not to be used beneficially by any persons not approved by DirtCraft Limited, or to further the development of persons who have not attended any DirtCraft programme or event.

DirtCraft Limited (trading as DirtCraft) is a New Zealand company.

Coaching

At coaching sessions DirtCraft will provide riders with an adequately experienced coach to lead the group. All riders understand that all sessions are delivered with the understanding that coaches give no pressure for a rider to complete a skill, feature or overcome a fear that they are not comfortable doing so. All riders have the option to pull out of a commitment to a feature at any stage when it is safe to do so. All riders also understand that we will encourage riders to challenge themselves with a healthy level of risk and progression that is unique to that individual to the best of the coach's knowledge and experience.

Overconfident riders may or may not be asked to ride a feature or complete a skill that to the best of the coach's knowledge is not suitable for their progression at this stage. All riders that choose to participate in DirtCraft programmes or events accept that there is no safety guarantee from DirtCraft.

DirtCraft has processes in place with the objective of making our environment as safe as possible. However, accidents do occur due to the nature of the activity. Riders (and their guardians) accepting these Terms and Conditions acknowledge DirtCraft accepts no liability for injury, illness or other negative impacts on a rider's wellbeing or safety that is incurred during a programme or event. DirtCraft takes responsibility for health and safety of all riders attending our events or programmes, but no claim for costs, damage, specific performance, or litigation of any kind may be filed against DirtCraft or our partnering organisations, this includes contractors, volunteers, directors, officers, agents, employees, officials, session/event venues, representatives, successors and assigns, sponsors, their agents and representatives, and families. It is the rider's responsibility to notify DirtCraft of medical conditions, allergies, illness or injuries that may impact their ability to participate in the programme or event, either in their registration, or dynamically situation develops."

Casual attendance

Casual attendance is not encouraged but may be the only option in some cases.

Casual attendance fees vary depending on the group. Prices outlined here are relevant for 60 minute sessions, longer sessions may have higher rates. Lime \$30 per hour. Green, Sky, Blue, AIMS Fit (1 hour) \$35. Black, Red \$40. Adult Skills \$60. You need to be meet the DirtCraft T&C and request a refund/credit. The

communication date will be considered in relation to the due and start date. All charges and costs are in New Zealand Dollars.

Groupings

All groups are determined by the registration time/day slot you select. Some programmes and events have grading, it is your responsibility to know your grading. For a group to go ahead there is a minimum number of participants required to have registered a week prior. If we do not meet the minimum number, you will be contacted prior to your first session with alternative options which may include transfer, or a credit. If you have any queries about registration minimums, then contact us.

Rider cancellation prior to first session

If a rider registers and cancels prior to the due date then an admin fee will be taken, with the remainder held as a credit or refunded on request. If a rider cancels after the due date but prior to their first session then an admin and spot fee will be taken with the remainder credited or refunded. You need to meet the DirtCraft T&C and request a refund/credit. The communication date will be considered in relation to the due and start date. All charges and costs are in New Zealand Dollars.

Session Postponed Protocol

If a session is postponed you will be notified no later than 3.00pm on the day of the session. We need to make an informed decision if the session can go ahead or not. Regular postponement circumstances are heavy rain and high winds which has a huge H&S risk with falling branches and trees. If you haven't heard anything by 3.00pm then the session is going ahead.

Riders partial attendance

If a rider is to only partially attend a term i.e Injury, Illness. You may request a credit or refund. However, the term payment will be allocated to the number of sessions attended as causal attendance. Excess funds will make up the credit or refund. You need to meet the DirtCraft T&C and request a refund/credit. The communication date will be considered in relation to the due and start date. All charges and costs are in New Zealand Dollars.

Session allocation not met

DirtCraft Ltd have the right to cancel/postpone programmes and events at any time when the wellbeing and safety of riders or staff/volunteers is compromised due to conditions being unacceptable or for any other circumstances which are outside of the control of DirtCraft. Should a session or event be cancelled, riders will be notified via email.

If the planned sessions are not delivered in full due to unforeseen circumstances outside of DirtCrafts control then i.e frequent poor weather, coach illness etc. then a credit will be issued based on the number of sessions minus spot and admin fees which are required for term involvement anyhow. In the situation of a lockdown, sessions may still take place online with webcam delivery.

Rider Expectations & understanding

- Riders are to co-operate and remain under the management and direction of the person appointed by them in all respects from the time of assembly until their departure. Note, this includes always informing the Coach or the programme leader of their whereabouts.
- The rider acknowledges that DirtCraft has authority that in the event of any breach of discipline or misbehavior on their part. They are liable to the following penalties:
(a) To be sent home and incur any extra costs that this may entail (b) To be deprived of any privileges that may be on offer.

- The rider acknowledges that DirtCraft can charge the rider the full expense for any broken items throughout the programme period because of not following instructions or lack of care and respect for equipment or facilities.
- All riders must respect the rights dignity and worth of all participants regardless of their gender, ability, cultural background, or religion.
- Riders understand they are not permitted to consume or be under the influence of any type of cigarette, e-cigarette, alcohol, recreational or performance enhancing drugs while partaking in a DirtCraft programme or event.
- All riders who are not attending or running late for a programme or event must notify the relevant DirtCraft contact at least 10 minutes prior to the session commencing via text.
- Certain circumstances will require riders to be unsupervised on their own or in groups, it is up to the rider to conduct themselves with a high standard of dignity, using common sense and follow previous instructions.
- Riders are always solely responsible for maintenance and security of their bike while on program.
- Riders and guardians approve of photo and video content being recorded for learning and promotional purposes. Contact DirtCraft immediately if you do not wish to be recorded or photographed.
- Any rider driving themselves to or from a programme, must have a restricted or full license and cannot take passengers unless given permission by DirtCraft and/or their guardian and it is legal to do so.

Development Squad

Introduction

I agree to abide by the following rules while being involved in the DirtCraft Development Squad. Below is the behavioural outlines and general expectations for the team members throughout the contract period. Completing the contract is a four-step process. For a rider to be accepted into the team they must understand the DirtCraft Development Contract.

Contract

DirtCraft Representation

- Riders need to arrive in good time to prepare properly prior to a commitment.
- Wear DirtCraft team kit for agreed events, training and media functions/interviews. If unsure the athlete should check with team staff.
- Athletes should conduct themselves appropriately when representing DirtCraft.

Health and Safety

- Always warm up and cool down properly to reduce the risk of injury at both training and racing.
- Athletes are not allowed to smoke any type of cigarette, E cigarette or vape whilst representing the DirtCraft.
- Squad members are not allowed to consume alcohol, recreational, or performance enhancing drugs of any kind while representing DirtCraft.
- Driving in a vehicle on the camps and race trips will be with a fully licensed staff member.
- Any team member driving themselves to or from a squad activity must have a restricted or full license and cannot take passengers unless given permission by team staff and it is legal to do so.
- Some sessions may be independent which will mean athletes may not always be supervised, but the team will take every effort to adhere to road safety policy and guidelines.
- Photographs of athletes will be taken throughout the season and will be used for promotional purposes by the squad, sponsors and the club, athletes may access and use the same photos for their personal promotion but there may be restrictions.
- Team members are required to follow all instructions from staff while in their care.

- Athletes are to compete within the legal boundaries as set by the World Anti-Doping Agency (WADA).

Race Events

- On racing trips riders will have prepaid their contribution towards food, accommodation, transport and logistic costs. This is calculated on a per night basis for the trip and facilitates for the final evening of the trip to be a takeout/eat out evening. For smaller trips we may ask families to provide premade meals to cut costs down further.
- Flights will need to be booked by each individual family unless discussed otherwise. DirtCraft will provide information about flight numbers and days that are appropriate.
- It is each rider's responsibility to ensure they have relevant race licensing, passports etc for any trip or event undertaken.
- All team members must read and familiarise themselves with the rules of every event they are representing DirtCraft at.
- Members must always compete within the race/event rules and respect officials and their decisions, any rider cheating at an event may be removed from the squad.
- Members should applaud all good performances, whether they are made by our teammates/club or the opposition and continue to build a positive network within the Mountainbike community for the future of the squad.
- Riders may not always agree with the outcome from officials' decisions but must conduct themselves in a professional manner following controversial decisions or actions.
- All team riders must control their temper. Verbal abuse of officials, team management other riders and general public, or deliberately distracting/provoking an opponent is not acceptable or permitted behaviour in any sport.
- All team members are required to put in their fair share of effort off the track while at race events, this may include assisting teammates with their races.
- Team members will be able to earn the trust of the team management. As trust grows so will the freedom of the riders within the teams setting on a trip/event/campaign.
- Riders must attend a racing trip/event/campaign with the team. It is not acceptable for an athlete to be repetitively joining and leaving the trip/event/campaign as this causes additional logistical and time stresses. There is room for negotiation at the start or end of a trip/event/campaign or during an extended campaign. But this needs to be clearly communicated with staff prior.
- Riders are expected to always notify staff of whereabouts and not wander off without permission. Staff are responsible for the safety of team members at events, any rogue riders will not be tolerated and may receive a stand down period from the team.
- team culture.
- All team riders must acknowledge that they are a part of a team bigger than themselves, this means working to enhance the positive team culture and environment. Team members need to identify the team culture includes more than just race results. A mixture of self-representation, having a positive impact on the mountain bike community, enhancing other squad members' team experience, growing and learning new perceptions and developing into well rounded young people are all just as highly valued as race results.
- Certain circumstances will require athletes to be unsupervised on their own or in groups; it is up to the athlete to conduct themselves with a high standard of decency, using common sense and following previous instruction while sticking with the DirtCraft culture.
- Riders are required to participate in one of the DirtCraft Development Squad training camps each season and attend functions such as sponsor events, prizegiving's etc.
- Team members have the option to work together to fundraise over the season to pay for some of their expenses under the DirtCraft brand.

Respect & Ethics

- Respect the rights, dignity and worth of all participants regardless of their gender, ability, cultural background or religion.
- Team riders must treat teammates and team staff with the utmost respect. This means no rider at any time or under no circumstance may belittle, disrespect, discourage another team member or bring team management into disrepute.

- All riders must follow instruction of team management or coaching staff (this includes external assistance working with the team) with a respectful manner even if they disagree with the instruction.
- There will be shared accommodation/living/cooking facilities with other male or female athletes or staff members at camps and events. Sleeping arrangements will always separate male and females. It is vital for squad members to conduct themselves in an appropriate mature manner in these independent situations without bringing another team member, staff member or themselves into disrepute.
- Team members and their families understand that for a DirtCraft Development official overnight trip/event/campaign to occur there needs to be a same sex chaperone present for each gender present. In some cases, there can be limited options around this and either one of three outcomes will occur. 1. A same sex chaperone is sourced and attends the trip/event/campaign, 2. Parents/caregivers and the athlete acknowledge there is no same sex chaperone present and confirm they are comfortable with the situation and staff attending, 3. The athlete does not attend the trip/event/campaign because there is no same sex chaperone available.

Communication

- Communicate with staff as soon as possible around any issues involving travel, training, racing, finances, internal squad controversy, external controversy or other issues that may impact your performance, image, results, the team's ability to achieve its goals, team and rider image, the squads culture, the club, team sponsors, other members.
- Throughout the year riders will face challenging situations, due to the nature of mountain biking, riders may face these challenges on their own. There will be health and safety risks that are limited and controlled as best as possible by the coach and manager, these challenges will teach riders to take ownership and develop as young people.
- Immediately inform the squad coach or manager of any illness or injury that could impact on the athletes' ability to compete, train or participate.

Rider Declaration

The athlete agrees to comply with the DirtCraft Development Contract and has read and acknowledge all behavioral boundaries within the contract and understand their responsibility to represent DirtCraft to the best of their abilities both on and off the bike. The athlete understands that mountain biking and related training and learning methods require a high level of risk and the athlete is expected to complete the challenges to the best of their abilities, but may sustain physical injuries in doing so, the athlete will complete these activities, races and training sessions at their own risk to the best of their abilities. The athlete is responsible for attempting these sessions to the best of their abilities and for their own safety under the supervision of a staff member when applicable.

The athlete understands the staff member takes all reasonable precautions to ensure participant safety during the sessions but accept there is still risk of injury/accident. The athlete understands that the staff member(s) in charge of the group will be acting in 'Loco parentis' and in the event of an accident, where the athletes parents are not present.

Generic Development Squad Terms

- Riders and parents acknowledge that any rider that fails to comply with or meet the expected level of behaviour outlined above may be excluded from the team at any stage temporarily or permanently as determined by the coach and management.
- Excess financial support from the DirtCraft may come to riders who are selected or qualify for Enduro World Series or XCO World Championship level events.
- The Deposit and Balance payments both must be paid prior to their due dates in order for a rider to attend a trip/event/campaign unless agreed otherwise with DirtCraft staff.
- International race insurance is essential. No rider may attend an international trip without it.
- It is up to the rider and their family to organise relevant travel insurance, race insurance, and international health insurance for both training and racing for overseas trips. This needs to be paid promptly when relevant travel bookings occur.
- We also recommend insuring riding equipment that may be damaged in New Zealand or overseas.
- Team riders are always solely responsible for maintenance and security of their bike(s), should an item be stolen while involved in a squad activity, no blame can be placed on the team or its

management. Team riders and management are required to treat other riding equipment with a high level of respect.

- Should a rider want to terminate the contract, they need to contact the coach or management, being open and upfront about their thoughts.

Supervisor Declaration

The Parent/Caregiver give permission for them to take part in the DirtCraft Development under the parental consent conditions and the code of behaviour points both noted above. The Parent/Caregiver have read and acknowledged all behavioural boundaries and understand the child's responsibility to represent the DirtCraft Development to the best of their abilities both on and off the bike. Parent/Caregivers understand that mountain biking and the related training and learning methods involve a high level of risk. Athletes are expected to complete the challenges to the best of their abilities, but may sustain physical injuries in doing so, they will complete these activities, races and training sessions at their own risk. The Parent/Caregiver have considered the nature of such sessions and have discussed them with their son/daughter. The Parent/Caregiver is satisfied that their son/daughter is sufficiently responsible and competent to assume full and entire responsibility for his/her own safety, under the supervision of a staff member when available.

The Parent/Caregiver acknowledges that throughout the year their child will face challenging situations, due to the nature of mountain biking and sporting teams, or may face adversity on their own as dictated by the Coach. Riders will be tested mentally and physically to grow and develop into well rounded young adults who are passionate about the sport. In some cases, riders may face these challenges on their own and not succeed. We ask that the Parent/Caregiver are patient and trust the process staff is putting them through to develop different areas of their mental and physical growth. Some of these challenges will be artificially created by staff, and some will be organically generated from the environment for the child to work through, grow and overcome. Organic adversity will be monitored by staff to challenge the child, not demoralise the child. There will be health and safety risks that have been/are mitigated by the Coach and Manager, these challenges will teach their child to take ownership, show independence, courage, tenacity, demonstrate passion, self-belief, life planning and develop as a young person.

Should a parent be concerned about this development process they should contact the Coach or Manager immediately to discuss and resolve the issue, and in doing so not seek to influence the athletes learning process. In these challenging situations we endeavour to always keep the child safe from any preventable external harm. Parents need to understand the Coach takes all reasonable precautions to ensure participant safety during the sessions but accept there is still a risk of injury/accident. Parents understand that the Coach in charge of the group will be acting in 'Loco parentis' and in the event of an accident, where I am not present.

The whole purpose of this platform is to make racing more accessible along with character development on an individual level by using situational learning with the three key areas being.