

# City of Brisbane Stadium MotoX Masters



# 2008

*Brisbane International  
Speedway*



# Saturday



# 19 January

# SUPPLEMENTARY REGULATIONS

<u>MEETING NAMES</u>	<u>VENUE</u>	<u>DATES</u>
CITY OF BRISBANE STADIUM MOTOX MASTERS	BRISBANE INTERNATIONAL SPEEDWAY, ARCHERFIELD	SATURDAY 19 JANUARY, 2008 RAIN DATE SUNDAY 20
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
BRISBANE INTERNATIONAL SPEEDWAY	6533	50666
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No's</u>
KEVIN MORTIMER ASS KATHY KELLY	CITY OF BRISBANE STADIUM MOTOX PO Box 222, ARCHERFIELD, QLD 4108	KEVIN 0408 705 606 BIS (07) 3277 7745
<u>CLERK OF THE COURSE</u>	<u>STEWARD</u>	
CAMERON SCHEUBER	CHRIS WALKER	

## 1. ANNOUNCEMENT:

The Brisbane International Speedway, hereafter called the PROMOTER will conduct a **Stadium Motocross** for Senior riders in Open & Lites classes and Junior riders in Junior Lites, Mini-Lites, 65cc and 50cc Auto classes, plus Freestyle Motocross demonstration (by invitation only) for MA accredited riders, Fireworks, Monster trucks and other approved promotional events, at the Brisbane International Speedway, on **Saturday 19 JANUARY 2008**. (Rain date Sunday 20 January).

## 2. JURISDICTION:

- 2.1. The abovementioned meeting has been authorised by Motorcycling Queensland (MQ) who has issued the Motorcycling Australia Permit as above and is open to holders of current Motorcycling Australia **Senior National, Junior National and Nipper** Licences. Competitors with comparable Licences from another FMN who have a clearance and FIM standard insurance are also eligible.
- 2.2. The meeting will be held in accordance with the current (2008) General Competition Rules (GCR's), these Supplementary Regulations, and any Further Instructions approved by Motorcycling Queensland. **BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**

## 3. ENTRIES:

- 3.1. Entries open forthwith and close last mail Wednesday 9 January 2008.
- 3.2. In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if Motorcycling Queensland approves such retention.
- 3.3. Only entries received at PO Box 222, Archerfield, on the official Entry Form that is accompanied by the correct fee will be accepted.

- NOTES: -**
- 3.3.1 **LATE ENTRIES (THOSE RECEIVED AFTER WEDNESDAY 9 JANUARY, BUT BY LAST MAIL FRIDAY 11 JANUARY) MAY ONLY BE ACCEPTED IF ACCOMPANIED BY A \$20.00 LATE FEE.**
- 3.3.2 **ENTRIES RECEIVED AFTER FRIDAY 11 JAN MAY NOT BE ACCEPTED AND WILL BE RETURNED.**
- 3.3.3 **THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**
- 3.3.4 **NO PHONE, EMAIL, TEXT, FAX OR IN PERSON ENTRIES WILL BE ACCEPTED (BY MAIL ONLY).**
- 3.3.5 **ENTRY NUMBERS WILL BE RESTRICTED AND WILL BE ACCEPTED IN ORDER THEY ARE RECEIVED. ATTEMPTS TO CIRCUMVENT THIS WILL RESULT IN THE ENTRY'S REJECTION.**

## 4. INSURANCE:

- 4.1 National Personal Accident Scheme provides basic cover for death and permanent disability.
- 4.2 Ambulance Insurance is compulsory for licensees (proof may be requested from Interstate Competitors)
- 4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.**

## 5. MEDICAL SERVICES:

QAS will be in attendance from the start of practice to 15 minutes after completion of racing.

## 6. ENTRY FEE: (All prices include GST)

Division 1 50cc Auto (Demonstration Class) entry fee is	\$25.00		
Division 2 50cc Auto (7-8 Yrs)	\$65.00 (includes transponder hire)		
Other Junior classes for first class	\$65.00 (includes transponder hire)	for two classes	\$105.00 (includes transponder hire)
Senior Classes for first class	\$80.00 (includes transponder hire)	for two classes	\$140.00 (includes transponder hire)

See paragraph 25 for conditions of transponder hire.

- 6.2. Payment by **Cheque or Money Order ONLY**. ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.
- 6.3. Cheques and Money Orders are to be made payable to the **Brisbane International Speedway**.  
Please include a self addressed stamped envelope for confirmation of entry and the issuing of Rider Passes any Further Instructions.  
**NO ENVELOPE - NO RIDER PASSES. All information will be available on [www.mqld.org.com](http://www.mqld.org.com)**

## 7. ENTRY PASSES:

1 x Rider Pass and 1 x Mechanic's Pass will be issued. Competitors entering two classes will receive an additional admit one pass. Extra passes may be purchased with entry at \$30.00 for Adults and \$15.00 for Children (under 14). Normal gate prices will be \$35.00 & \$20.00, with Family pass \$100.00. (2 Adults, 2 Children).

## 8. CLASSES OF COMPETITION & RACE FORMAT:

CLASS NO	CLASS NAME	MACHINE ELIGIBILITY	RACE FORMAT
1	50cc (4-8yrs) Div.1	50cc Auto	Demonstration Class ONLY 3 Demo Sessions of 4 Laps
2	50cc (7-8 yrs) Div. 2	50cc Auto	2 Legs X 4 laps + 1 leg X 5 laps
3	65cc (7-9 yrs)	65cc	2 Legs X 4 laps + 1 leg X 5 laps
4	65cc (10-12 yrs)	65cc	2 Legs X 4 laps + 1 leg X 5 laps

5	Mini Lites (9-11 yrs)	85cc2/- & up to 150cc 4/- SW	2 Legs X 4 laps + 1 leg X 5 laps
6	Mini Lites (12-15yrs)	85cc2/- & up to 150cc 4/- BW	2 Legs X 4 laps + 1 leg X 5 laps
7	Junior Lites (13-14 yrs)	100 to 125cc 2/- & 155 to 250cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
8	Junior Lites (15 yrs)	100 to 125cc 2/- & 155 to 250cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
9	Clubman Lites	125cc 2/- & 250cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
10	Clubman Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
11	Intermediate Lites	125cc 2/- & 250cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
12	Intermediate Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 Legs X 5 laps + 1 leg X 6 laps
13	Expert Lites	125cc 2/- & 250cc 4/-	2 Legs X 6 laps + 1 leg X 8 laps
14	Expert Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 Legs X 6 laps + 1 leg X 8 laps
15	Pro Lites	125cc 2/- & 250cc 4/-	2 Legs X 7 laps + 1 leg X 10 laps
16	Pro Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 Legs X 7 laps + 1 leg X 10 laps

## 9. AWARDS AND PRIZEMONEY:

CLASS NO	CLASS NAME	PRIZE
1	50cc (4-8yrs) Div.1	All riders in this Class will receive a participation award of equal value
2	50cc (7-8 yrs) Div. 2	1 <sup>st</sup> \$70, 2 <sup>nd</sup> \$50, 3 <sup>rd</sup> \$30, 4 <sup>th</sup> \$20, 5 <sup>th</sup> \$10
3	65cc (7-9 yrs)	1 <sup>st</sup> \$70, 2 <sup>nd</sup> \$50, 3 <sup>rd</sup> \$30, 4 <sup>th</sup> \$20, 5 <sup>th</sup> \$10
4	65cc (10-12 yrs)	1 <sup>st</sup> \$70, 2 <sup>nd</sup> \$50, 3 <sup>rd</sup> \$30, 4 <sup>th</sup> \$20, 5 <sup>th</sup> \$10
5	Mini Lites (9-11 yrs)	1 <sup>st</sup> \$80, 2 <sup>nd</sup> \$60, 3 <sup>rd</sup> \$40, 4 <sup>th</sup> \$25, 5 <sup>th</sup> \$15
6	Mini Lites (12-15yrs)	1 <sup>st</sup> \$80, 2 <sup>nd</sup> \$60, 3 <sup>rd</sup> \$40, 4 <sup>th</sup> \$25, 5 <sup>th</sup> \$15
7	Junior Lites (13-14 yrs)	1 <sup>st</sup> \$100, 2 <sup>nd</sup> \$70, 3 <sup>rd</sup> \$40, 4 <sup>th</sup> \$25, 5 <sup>th</sup> \$15
8	Junior Lites (15 yrs)	1 <sup>st</sup> \$100, 2 <sup>nd</sup> \$70, 3 <sup>rd</sup> \$40, 4 <sup>th</sup> \$25, 5 <sup>th</sup> \$15
9	Clubman Lites	1 <sup>st</sup> \$150, 2 <sup>nd</sup> \$100, 3 <sup>rd</sup> \$50, 4 <sup>th</sup> \$40, 5 <sup>th</sup> \$20
10	Clubman Open	1 <sup>st</sup> \$150, 2 <sup>nd</sup> \$100, 3 <sup>rd</sup> \$50, 4 <sup>th</sup> \$40, 5 <sup>th</sup> \$20
11	Intermediate Lites	1 <sup>st</sup> \$200, 2 <sup>nd</sup> \$125, 3 <sup>rd</sup> \$95, 4 <sup>th</sup> \$50, 5 <sup>th</sup> \$30
12	Intermediate Open	1 <sup>st</sup> \$200, 2 <sup>nd</sup> \$125, 3 <sup>rd</sup> \$95, 4 <sup>th</sup> \$50, 5 <sup>th</sup> \$30
13	Expert Lites	1 <sup>st</sup> \$250, 2 <sup>nd</sup> \$175, 3 <sup>rd</sup> \$130, 4 <sup>th</sup> \$75, 5 <sup>th</sup> \$50
14	Expert Open	1 <sup>st</sup> \$250, 2 <sup>nd</sup> \$175, 3 <sup>rd</sup> \$130, 4 <sup>th</sup> \$75, 5 <sup>th</sup> \$50
15	Pro Lites	1 <sup>st</sup> \$500, 2 <sup>nd</sup> \$300, 3 <sup>rd</sup> \$225, 4 <sup>th</sup> \$125, 5 <sup>th</sup> \$75
16	Pro Open	1 <sup>st</sup> \$500, 2 <sup>nd</sup> \$300, 3 <sup>rd</sup> \$225, 4 <sup>th</sup> \$125, 5 <sup>th</sup> \$75

## 10. ENTRIES TO CONSTITUTE A CLASS:

10.1 To constitute a Class, the number of Riders entered and competing in each class shall be ten (10).

10.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and Re-distribute any awards and/or prize money, will be at the discretion of the promoter, subject to Motorcycling Queensland's approval.

## 11. RACE FORMAT: as per paragraph 8

## 12. MACHINES AND RIDERS:

12.1 All machines entered must comply with the current GCR's for Motocross Competition.

12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.

12.3 All riders must enter in their correct grade, ie the grade that they are listed as by their SCB. Expert Grade is a Queensland only grade. Interstate riders must request, to be considered for this grade when entering. Riders found to have entered in the wrong grade may be excluded from the results. The onus is on the rider to enter correctly.

12.4 Change of a machine may be permitted if a submission in writing is made to the Clerk of Course and with the approval of the Steward at least ten (10) minutes prior to the start of the event for which the change has been requested. The substitute machine must have passed machinery examination, be eligible for the Class, and replace a machine that cannot be reasonably repaired.

## 13 RIDING NUMBERS:

13.1 Wherever possible, competitors will be allocated their Registered Riding Number or their preferred Riding Number. All others will be allocated numbers at the Promoter's discretion.

13.2 All Number Plates on all Machines MUST comply with the GCR's.

13.3 All Riders must wear a legible back number (on their jersey or body armour) that corresponds to the number displayed on their machine when competing.

## 14 GRID POSITIONS:

14.1 All positions for all races will be by peg draw ballot, unless otherwise announced at the Riders Briefing.

## 15 RIDERS BRIEFING:

A Riders Briefing will be held prior to the commencement of racing and ALL Competitors MUST attend the Riders Briefing. Details will be included in Further Instructions.

## 16 DRUG AND OR ALCOHOL TESTING:

16.1 All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.

16.2 If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506. When drug testing takes place, the payment of prize money may be delayed at Motorcycling Queensland's discretion until the results of the tests are known.

## 17 CODE OF CONDUCT:

17.1 All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in The GCRs) which is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this Meeting and will be enforced.

<b>18</b>	<b>TIMETABLE:</b>	
	Gates Open	8.30 am (No early admittance)
	Scrutineering	9.00am – 11.00am
	Riders Track Inspection	9.30am – 11.00am
	Riders Briefing	11.15am
	Riders Practice	11.30am
	Racing Commences	on conclusion of practice
	Afternoon Racing	2.00pm – 5.30pm
	Evening Racing	6.00pm – 10.00pm
	Presentation	½ hour after the last race

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 8.30am with the completion of the meeting for the participant being when the participant has vacated the venue.

**19 CIRCUIT DESCRIPTION:**

The circuit will be designed and built by Anthony Lambert and will be a Stadium Motocross layout confined to the infield of Brisbane International Speedway it will conform the MA Stadium Motocross track standards. The track will be between 400 – 800 metres in length and include man made obstacles such as step-on step-off jumps, rollers, table-top jumps, berms and other technical elements.

**20. STARTS:**

20.1 All starts will be by self penalising gates. A two minute board may be displayed and Competitors must be ready to start after the two minutes has elapsed in accordance with the Manual of Motorcycle Sport. After two minutes a 15/5 second board will be displayed, with the gates dropping a minimum of 5 seconds after the 5 second board has been displayed. A maximum of 25 gates will be used.

20.2 A pit boarding area will be allocated for Senior Class Only. No Junior Classes pit boarding will be permitted.

**21. RACING & PRACTICE:**

21.1 **RIDER'S TRACK INSPECTION:** All riders should walk the track and make a thorough inspection of it to their own satisfaction after being through scrutineering, and prior to the Riders Briefing.

21.2 **RACING FORMAT:** For all Classes (Classes 2 to 17 as described in paragraph 8)

21.3 **PRACTICE FORMAT:** All riders (Classes 2 – 17) will be offered a minimum of 5 laps of practice prior to racing. The schedule and format will be announced at Riders Briefing. The maximum number of riders allowed in any single practice session will not exceed 125% of the number of gates in use (**25 start gates in use = 31 riders maximum** per practice).

21.4 **DEMONSTRATION CLASS:** Class 1 (50cc Auto Division 1) will be offered a 4 lap demonstration session for practice and 3 x 4 lap sessions during the meeting as described in Clause 8.

**22. NOISE:**

22.1 As per the 2008 Manual of Motorcycle Sport.

22.2 Machinery noise testing may be conducted at any time during the event and at the Clerk of Course's discretion.

**23. GST:**

23.1 The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

**24. SPECIAL NOTES AND WARNINGS:**

24.1 Competitor's machines must not be ridden in restricted areas.

24.2 Motorcycling Queensland & Motorcycling Australia recommend that all competitors have:

- a) A back protector or body armour (compulsory for all Junior Riders)
- b) A fire extinguisher

24.3 No animals are allowed at the venue –bone fide guide dogs will be permitted

24.4 All persons must wear enclosed footwear within the track and pit area.

**25. TRANSPONDERS:-** Transponders will be compulsory at this meeting.

Cost to riders:- **1. \$15.00 (Inc GST) to score & provide transponder per bike. (One bike \$15.00, two bikes \$30.00).**

**Condition of use:-**

- a) **When a transponder is transferred to the competitor, it is the competitor's responsibility to pay for any repairs or replacement cost of the transmitter if damaged or lost.**
- b) **It is the competitor's responsibility to ensure the transponder is mounted correctly and securely to prevent damage from fouling other components on the machine. Reusable cable ties will be provided.**
- c) **It is the competitor's responsibility, transponders are returned in good condition at the end of the event, or if due to machine failure or injury before the machine leaves the pit area. Competitors WILL be charged an additional LATE RETURN FEE of \$20/day/transponder for transponders that are not returned correctly. Some leeway may be given in special circumstances, if the transponder is returned on the Monday following the meeting or posted (post marked) on that Monday. Transponders returned after the Monday will be charged \$20.00 for every day they are late. (I.e. 5 days late \$100.00 fee.)**
- d) **Transponders must be picked up and returned to the designated person/s. A competitor's MA licence will be held by this person/s and returned in exchange for transponder. MQ have agreed they will not re-issue or renew the licences of anyone until their transponder is returned and/or all outstanding fees are paid. MQ will also enforce payment of any costs or fees.**
- e) **For transponders not returned on the same day, or not returned to the designated person/s, in addition to the late return fee, the hirer is responsible for the transponder until it arrives back at the designated place (Sunstate Timing Services, PO Box 6, Morayfield, 4506). This includes while in transit with Australia Post and by Courier. No excuse will be entertained for non-delivery. It is recommended transponders be hand-delivered. If returning by Courier or hand delivering please ring first for an address.**
- f) **Transponders must be fitted for all practice sessions.**

NOTE: The onus is on guardian/rider to ensure the correct transponders are on bikes prior to each event.

**MOTORCYCLING QUEENSLAND ENTRY FORM**

DATE	Track lic no	VENUE	PROMOTER	MA Permit No
19-01-08	6533	Brisbane International Speedway	Brisbane International Speedway	50666

Please enter me in the City of Brisbane Stadium Motocross at the Brisbane International Speedway on Sat 19 January 2008.

RIDER'S NAME \_\_\_\_\_

Address: \_\_\_\_\_ Post code \_\_\_\_\_

Next of Kin \_\_\_\_\_ Relationship \_\_\_\_\_ Ph No \_\_\_\_\_

Rider's Telephone No:(Work or Mob ) \_\_\_\_\_ (H) \_\_\_\_\_

Email or Fax \_\_\_\_\_ MA LICENCE NO: \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_

Normal MQ Riding No: \_\_\_\_\_ CLUB: \_\_\_\_\_ GRADING \_\_\_\_\_

Classes		Entry Fee ( inc GST)	Machine	Capacity
50cc Auto Div 1 (4 to 8 years inc) {Demo only}	1	\$25.00		
50cc Auto Div 2 (7/ 8 years)	2	\$65.00		
Junior 65cc (10 to 12 years inc)	3	\$65.00		
Junior 65cc (7 to 9 years inc)	4	\$65.00		
Mini Lites (85cc 2/- & up to 125cc 4/- SW only) (9 to 11 yrs inc)	5	\$65.00		
Mini Lites (85cc 2/- & up to 125cc 4/- BW & SW ) (12 to 15 yrs inc)	6	\$65.00		
Jnr Lites (13/14 yrs inc) (87cc BW to 125cc 2/- & up to 250cc 4/-)	7	\$65.00		
Jnr Lites (15 yrs) (87cc BW to 125cc 2/- & up to 250cc 4/-)	8	\$65.00		
Clubman Open Class (127.5cc to 510cc 2/- & 255cc to 663cc 4/-)	9	\$80.00		
Clubman Lites Class (up to 125cc 2/- & up to 250cc 4/-)	10	\$80.00		
Intermediate Open Class (127.5cc to 510cc 2/- & 255cc to 663cc 4/-)	11	\$80.00		
Intermediate Lites Class (up to 125cc 2/- & up to 250cc 4/-)	12	\$80.00		
Expert Open Class (127.5cc to 510cc 2/- & 255cc to 663cc 4/-)	13	\$80.00		
Expert Lites Class (up to 125cc 2/- & up to 250cc 4/-)	14	\$80.00		
PRO Open Class (127.5cc to 510cc 2/- & 255cc to 663cc 4/-)	15	\$80.00		
PRO Lites Class (up to 125cc 2/- & up to 250cc 4/-)	16	\$80.00		

**Note: Add \$60.00 for each additional Senior or \$40.00 for each additional Junior class entered**

ENTRY FEE	\$	<b>I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE GENERAL COMPETITION RULES (GCRs), THESE SUPPLEMENTARY REGULATIONS (OF WHICH THE ENTRY FORM FORMS PART OF) AND ANY FURTHER INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.</b>
CHILD EX PASS (14 & un) @ \$15.00	\$	
ADULT EXTRA PASS @ \$30.00	\$	
LATE FEE @ \$20.00 (if applicable)	\$	
TOTAL FEES	\$	

**I am a Professional rider & my ABN is : \_\_\_\_\_**

**Motorcycle Sport is my hobby which is the reason I am not quoting an ABN.**

ENTRANT/SPONSOR: \_\_\_\_\_ (only limited room will be made available)

ADDRESS ENTRIES TO: \_\_\_\_\_ MAKE CHEQUES PAYABLE TO: **"Brisbane International Speedway"**

**City of Brisbane Stadium MX  
PO Box 222  
Archerfield, Qld 4108**

On Time entries close: Wednesday 9 Jan 2008  
Late entries close last mail: Friday 11 Jan 2008

**Note!!!! No Phone, Email, Fax or In Person Entries**

Rider's Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
(if rider under 18 years)

## CONTRACT TO PARTICIPATE IN THE CITY OF BRISBANE STADIUM MOTOX MASTERS

**WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

1. I THE UNDERSIGNED (see below): [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

**2. DEFINITIONS** In this declaration:

- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
- b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

**3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS**

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
  - i) that I may be injured, physically or mentally, and may be killed;
  - ii) that my machinery or equipment may be damaged, lost or destroyed;
  - iii) that competitors may ride dangerously or with a lack of skill;
  - iv) that track or event conditions may be hazardous and may vary without warning or predictability;
  - v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
  - vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

**4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)**

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill;
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit

for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

**5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS**

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - i) that I participate in the meeting at my sole risk and responsibility;
  - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
  - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- 6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- 7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

**8. MEDICAL**

I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.

- 9. I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

**10. PRIVACY**

I hereby consent to the collection of my personal information by the Promoter/Event Organiser, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Event Organiser, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by contacting MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

**11. PERSONAL HEALTH INFORMATION**

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

- a) I ACKNOWLEDGE that:

- i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**12. POLICIES AND REGULATIONS**

I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.

- 13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

**SCHEDULE 1:**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Queensland
- 4) Brisbane International Speedway
- 5) Brisbane International Speedway
- 6) Yukon P/L, XYZ Investments P/L & Bonneville P/L
- 7) Queensland Ambulance Service

- 8) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

8.30am Saturday 19<sup>th</sup> January 2008

**SCHEDULE 3:**

Brisbane International Speedway , Archerfield

SIGN  
HERE

**14. EXECUTION** I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

**NAME (PRINT):** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PASSENGER (PRINT):** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I/WE \_\_\_\_\_ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it; b) I/we consent to the entrant participating in the Event; AND c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above; d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

**PARENT/GUARDIAN:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PASSENGER'S PARENT/GUARDIAN:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_