



**GUM VALLEY**  
 VETERANS & NATURAL TERRAIN MOTORCYCLE  
 CLUB  
 WILL CONDUCT  
**GUM VALLEY 2 DAY MX**  
 ON  
**9 & 10 FEBRUARY 2008**



**SUPPLEMENTARY REGULATIONS**

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
GUM VALLEY 2 DAY MX	GUM VALLEY	9 & 10 FEBRUARY 2008
<u>REGIONAL ZONE</u>	THOMPSON ROAD KOUMALA	
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
GUM VALLEY VETERANS & NATURAL TERRAIN MOTORCYCLE CLUB	6509	50684
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No's</u>
ANN HAND 49503737	P O BOX 42 KOUMALA QLD 4738	ANN HAND 49503737
<u>CLERK OF THE COURSE</u>		<u>STEWARD</u>
JOHN HAND		DIANNE STAPLETON

1. **ANNOUNCEMENT:**  
 The GUM VALLEY VETERANS & NATURAL TERRAIN MOTORCYCLE CLUB, hereafter called the PROMOTER will conduct GUM VALLEY 2 DAY MX REGIONAL ZONE event for senior riders in open, lites ,clubman open, clubman lites, veterans & ladies classes & juniors in junior lites, mini lites & 65cc, div 1 & div 2 and Including senior Classic & Quad classes and new senior non competition class at the GUM VALLEY VENUE on 9 & 10 February 2008
- JURISDICTION:**  
 The abovementioned meeting has been authorised by MOTORCYCLING QUEENSLAND (MQ) who has issued the Motorcycling Australia Permit Number 50684 and is open to holders of current Motorcycling Australia National, Club, Nipper and One Meeting Licences.(OML licences to juniors only if holding a current Log Book.)
- 2.2. The meeting will be held in accordance with the current Manual of Motorcycle Sport (MOMS), these Supplementary Regulations, and any Final Instructions approved by MQ.  
**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 Monday 4th February 2008**
  - 3.2. In the case of postponement or abandonment of the meeting, PROMOTER may retain all or any part of the entry fee, if such retention is approved by MQ
  - 3.3. **Only entries received at P O Box 42 Koumala 4738 on the official Entry Form that is accompanied by the correct fee BY THE CORRECT DATE will be accepted.**
  - 3.4. **NOTE:- LATE ENTRIES WILL NOT BE ACCEPTED AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE CLUB**  
 Numbers will be limited **No phone, email or fax entries will be accepted.**
  - 4.1. National Personal Accident Scheme provides basic cover for death and permanent disability.
  - 4.2. Ambulance Insurance is compulsory for licensees.
  - 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 start of practice
6. **ENTRY FEE:**
  - 6.1. **Senior \$50 one class \$70 two classes, senior non competitive \$30**
  - 6.2. **Junior \$30 one class \$45 two classes Peewee \$25**
  - 6.3. **Feature race will be nominated Sunday morning before racing commences**
  - 6.2. Payment by cheque made payable to Gum Valley V & NT Motorcycle Club 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 Gum Valley Veterans & Natural Terrain Motorcycle club (Gum Valley V & NT MC)

6.4. **ENTRY**

Entry will be \$10 per car.

**7 CLASSES OF COMPETITION:** See Section 12 for further advise on classes.

Senior Open (127cc two stroke up to 510cc and 255cc four stroke up to 663cc)	3x 20min
Senior Lites (125cc two stroke and up to 250cc four stroke)	3x 20min
Clubman Open (127cc two stroke up to 510cc and 255cc four stroke up to 663cc)	3x 10min
Clubman Lites (125cc two stroke and up to 250cc four stroke)	3x10min
Veterans	3x10min
Ladies (Unlimited)	3x10min
Junior Lites 13-15yrs (87cc to 100ccBW, 125cc 2/- and 127cc to 250cc 4/-)	3x12min
Mini Lites 12-15yrs SW/BW (85cc 2/- & 150cc 4/- (Competition Model Only))	3x10min
Mini Lites 9-11yrs SW (85cc 2/- & 150cc 4/- (Competition Model Only))	3x10min
65cc 10-12 years	3x8 min
65 cc 7-9 years	3x 8min
50ccDiv 2 7-8 years	3x 7min shortened track
50ccDiv 1 4-8 years	3x6min shortened track
Classics	3x3 laps
Quads	3x4 laps
Senior non competition	3x4 laps
Feature race	30min + 1 lap

**8 AWARDS AND PRIZEMONEY:**

Feature race trophies to 6<sup>th</sup> place

Senior Open, Lites, 1<sup>st</sup> \$100 2<sup>nd</sup> \$70 3<sup>rd</sup> \$50 4<sup>th</sup> \$30

Clubman open & lites, Ladies & Veterans 1<sup>st</sup> \$90 2<sup>nd</sup> \$60 3<sup>rd</sup> \$40 4<sup>th</sup> \$20

Junior Lites 1<sup>st</sup> \$70 2<sup>nd</sup> \$50 3<sup>rd</sup> \$30 4<sup>th</sup> \$20

Mini Lites & 65cc 1<sup>st</sup> \$70 2<sup>nd</sup> \$50 3<sup>rd</sup> \$30 4<sup>th</sup> \$20

Quads 1<sup>st</sup> \$100 2<sup>nd</sup> \$70 3<sup>rd</sup> \$50 4<sup>th</sup> \$30

Div 2 1st \$50 2<sup>nd</sup> \$40 3<sup>rd</sup> \$30 4<sup>th</sup> \$20

Classics Trophies to 4th Place

All div 1 entrants will receive a token

**9 ENTRIES TO CONSTITUTE A CLASS:**

9.1. To constitute a Class, the number of contestants entered and competing in each Class shall be 10 riders

9.2. 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 prizemoney, will be at the discretion of the promoter, subject to MQ approval.

**11 RACE FORMAT:**

Race format will be available in final instructions and/or at riders briefing

**12 MACHINES AND RIDERS:**

12.1. All machines entered must comply with the current MOMS for Motocross Competition.

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

12.3. Change of riders or machine (not both) may be permitted if submitted in writing to the Clerk of the course and approved at least 30 min prior to the start of racing. Substitute rider must be eligible to compete ie already be entered for the meeting and be the correct grade or if not entered substitution must be made at machinery with new entry form. Substitute machine examination, be eligible for the class and replace a machine that can not 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 MOMS. Note back numbers are compulsory for all Junior & senior competitors.

**14 GRID POSITIONS:**

All positions for all races will be by ballot, unless otherwise announced at 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.

## **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 prizemoney may be delayed at the MQ's discretion until the results of the tests are known.

## **17 CODE OF CONDUCT:**

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

## **18 TIMETABLE:**

**Saturday** 7.30 -8-30 am Machinery & nomination confirmation

8-8-30 am Rider track walk

8-30 am Riders briefing

Practice will commence after riders briefing

Racing will commence after practice

**Sunday no practice**

**Riders briefing from 7-30**

Racing will commence after riders briefing

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

## **19 CIRCUIT DESCRIPTION:**

GUM VALLEY track is located near Koumala is mostly natural terrain with loamy soil. Track is approx. 1900m long. Signs from H'way south of Koumala.

## **20 STARTS:**

All Starts will be by a maximum of forty (40) self-penalising gates. A two-minute board will be displayed and competitors must be ready to start after the two minutes as per the MOMS. After this time a 15/5-second board will be used with the gate dropping a minimum of 5 seconds after the 5 seconds board is displayed. Starts may not be delayed after the two minutes has expired.

## **21 PRACTICE & RACING:**

There will be 5 laps or 10 minutes of practice offered per class which ever is the lessor / per race meeting. Race format will be as per paragraph seven (7) or as decided on day by Clerk of Course.. The maximum number of riders for practice will be 125% of the number of gates.

## **22. NOISE:**

as per MOMS

## **23. GST:**

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.

## **24.1 SPECIAL NOTES AND WARNINGS:**

24.1 No 85cc BW permitted in the Junior Lites Class.

24.2 The Senior Lites and Open classes:- depending on nominations, Clubman may be run as a separate race or a qualifier may be held prior to the start of racing, with qualifiers to fill the Lites or Open grids.

24.3 Non qualifiers will ride a separate race (for no points or prizemoney) which may be run with/as another class.

24.4 Numbers permitting, any class may be run with a comparable class.

24.5 Staggered start may be used for some or all classes. Combined Starters will not exceed 40.

24.6 Events will run as near as practical to the stated time and may finish just short if necessary.

24.7 New senior non competitive class is for novice riders, enduro bikes and is strictly non competitive

24.8 Special Feature race- will be held as the last event on Sunday. Entrants will NOMINATE on day.

24.9 Admission price will be \$10 per car or \$ 5- person

24.10 Limited bush camping available. Water available not for drinking. Showers & toilets available.

24.11 Catering by local clubs

24.12 Please make sure we have a contact number in case of extreme weather conditions.



**CONTRACT TO PARTICIPATE IN THE GUM VALLEY 2 DAY MX**

**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) "Indemitees" 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 Indemitees 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 Indemitees.

**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 Indemitees 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 Indemitees, 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 Indemitees 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 Indemitees 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 Indemitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemitees 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 Meeting IWE HEREBY INDEMNIFY AND RELEASE the Indemitees in the same manner and to the same effect as if IWE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

- 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) Gum Valley Veterans & Natural Terrain Motorcycle Club
- 5) Gum Valley Veterans & Natural Terrain Motorcycle Club
- 6) John & Ann Hand
- 7) <Add Sponsor Here>
- 8) Queensland Ambulance Service
- 9) <Add Other Here>
- 10) 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
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

7.30am - 9&10/02/08

**SCHEDULE 3:**

Gum Valley, Thompson Rd, Koumala

**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**

IWE \_\_\_\_\_ 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 IWE HEREBY INDEMNIFY AND RELEASE the Indemitees in the same manner and to the same effect as if IWE 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:** \_\_\_\_\_