
 <p><b>MOTORCYCLING QUEENSLAND</b></p>	<p>TOOWOOMBA MOTOCROSS CLUB LTD. PROUDLY PRESENTS THE</p> <p><b>SEDL CONTRACTORS TOOWOOMBA INDOOR STADIUM MOTOCROSS</b></p> <p>ON SATURDAY 5TH JANUARY 2008 AT</p> <p><b>'THE TOOWOOMBA SHOWGROUNDS'</b></p>	
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**SUPPLEMENTARY REGULATIONS**

**MEETING NAME**

SEDL CONTRACTORS TOOWOOMBA  
INDOOR STADIUM MOTOCROSS

**VENUE**

TOOWOOMBA SHOWGROUNDS  
GLENVALE RD TOOWOOMBA

**DATE**

SATURDAY 5th  
JANUARY 2008

**PROMOTER**

TOOWOOMBA MOTOCROSS CLUB LTD

**MO TRACK LICENCE No.**

6500

**MO PERMIT No.**

50661

**RACE SECRETARY**

RACHELLE HOUTERMAN  
TYE THIES

**POSTAL ADDRESS**

PO BOX 7598  
TOOWOOMBA MC QLD 4350

**CONTACT DETAILS**

TYE: 0408249666

**CLERK OF COURSE**

CRAIG SOUTHEY & PETER STOCKER

**MA STEWARD**

KEVIN MORTIMER

**1. ANNOUNCEMENT:**

- 1.1 The Toowoomba Motocross Club Ltd, hereinafter called the Promoter will conduct the SEDL Contractors Toowoomba Indoor Stadium Motocross at the Toowoomba Showgrounds, Glenvale Road, Toowoomba, Qld, on Saturday 5th January 2008, for the following competitors: -

**1.1.1 Junior and Senior Riders in the following Classes:**

- |           |   |
|-----------|---|
| Class 1.  | Junior: 50cc (4 – 8 yrs) Auto Division 1 (a non competitive Class); |
| Class 2.  | Junior: 50cc (7 – 8 yrs) Auto Division 2;                           |
| Class 3.  | Junior: 65cc (7 – 9 yrs);   |
| Class 4.  | Junior: 65cc (10 – 12 yrs);   |
| Class 5.  | Junior: Mini Lites (9 – 11 yrs);                                    |
| Class 6.  | Junior: Mini Lites (12 – 15 yrs);                                   |
| Class 7.  | Junior: Lites (13 – 14 yrs);  |
| Class 8.  | Junior: Lites (15 yrs);   |
| Class 9.  | Senior: Clubman Lites;  |
| Class 10. | Senior: Clubman Open;   |
| Class 11. | Senior: Intermediate Lites;   |
| Class 12. | Senior: Intermediate Open;  |
| Class 13. | Senior: Expert Lites;   |
| Class 14. | Senior: Expert Open;  |
| Class 15. | Senior: Pro Lites;  |
| Class 16. | Senior: Pro Open;   |
- (See Clause 26 for machine eligibility for all Classes).

- 1.1.2 **NOTE: ENTRIES WILL BE FIRST IN FIRST ENTERED. NO EXCEPTIONS  
(Some classes will fill before closing date)**

- 1.1.3 **A Special note on Riders Gradings:** Senior Classes (9 to 16) are graded (either Pro, Expert, Intermediate or Clubman grades) and riders should pay particular attention to ensure they are entered in their correct grade. The Promoter reserves the right to amend a rider's entry if information available to him through State Authorities or by any other means, indicates that a rider has entered in a **lower OR higher** grade than they are entitled to enter. In event of your entry grade being amended by the promoter, you will be informed of the decision, and you can either agree to the alteration or withdraw your entry from the event.

- 1.1.4 **A Freestyle Competition** by invitation only, for suitably endorsed riders may be held.  
1.1.5 Other approved promotional activities will also be conducted. (ie shootout for selected riders)

## 2. JURISDICTION:

- 2.1 The abovementioned event has been authorised by Motorcycling Queensland who has issued Permit Number: - 50661 for this event.
- 2.2 The event is an **Open Motocross** event and is open to holders of a current Motorcycling Australia **Junior or Senior National Competition Licence**. Holders of a current **Nippers Licence** are also eligible to enter in the 50cc Div 1 Demonstration (Non competitive) Class **only**. All entries are subject to machinery eligibility requirements.
- 2.3 **Overseas Riders:** These Supplementary Regulations make provision for other International Federations Riders [F.I.M] to compete if the following procedure is adhered to:
  - 2.3.1 **The Rider** must have a current Racing Licence issued by their country's Federation or Association.
  - 2.3.2 **The Rider** must provide a clearance certificate from their Controlling Body to Motorcycling Queensland by close of entries on [Friday 21st December 2007] (fax details to the Race Secretary ).
  - 2.3.3 **The Rider** must provide written evidence that they are insured in case of injury up to (at least) the current F.I.M recommended level of benefits. A copy of the certificate of currency of the riders insurance policy will be sufficient evidence, and the details should be faxed to the Race Secretary )
- 2.4 The meeting will be held in accordance with the current Manual of Motorcycle Sport, these Supplementary Regulations, any Final Instructions approved by Motorcycling Queensland and any other directions given by the Clerk of Course or Steward during the course of the meeting.
- 2.5 **BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE SUPPLEMENTARY RULES AND REGULATIONS, MOTORCYCLING AUSTRALIA BY-LAWS, AND ANY OTHER INSTRUCTIONS PROMULGATED BY THE PROMOTER.**

## 3. ENTRIES:

- 3.1 Entries will be accepted forthwith and close last mail [**Friday 21st December**]. Entries can be submitted by completing the **ENTRY FORM** included in these Supplementary Regulations, and returned via Australia Post to the address nominated in the **ENTRY FORM**, by the due date and with the correct entry fee included. Please include a self addressed stamped envelope for confirmation of your entry and Final Instructions.
- 3.2 **NOTE: 1. Entries will be accepted by mail only; no phone, email or fax entries please. 2. Entries numbers are restricted and will be processed in the order received.**
- 3.3 In the case of abandonment of the event after its commencement due to any circumstances, there will not be a refund of all or any part of the entry fee.
- 3.4 In the case of cancellation of the event at any time prior to 5th January 2008 due to any circumstances, any refund to entrants will be determined by the Promoter and with the approval of Motorcycling Queensland.
- 3.5 Late entries may be considered at the discretion of the Promoter. A LATE ENTRY fee may apply.
- 3.6 **RAIN DATE:** Sunday 6th January is a designated rain date if the meeting is unable to be held on Saturday 5th January due to inclement weather.

## 4. INSURANCE:

- 4.1 National Personal Accident Scheme provides basic cover for death and permanent disability.
- 4.2 Ambulance Insurance is compulsory for all holders of a Motorcycling Australia Riders Licence.
- 4.3 IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.

## 5. MEDICAL SERVICES IN ATTENDANCE:

- 5.1 The Qld Ambulance Service will be in attendance from the commencement of practice until fifteen minutes after the conclusion of the last race.

## 6. RIDER ENTRY FEE: (GST IS INCLUDED IN ENTRY FEE)

- 6.1 Division 1 50cc is a Non Competitive Demonstration Class, entry fee is \$25.
- 6.2 Junior Riders entry fee is \$55 for the first Class, plus \$30 for a second Class.
- 6.3 Senior Riders entry fee is \$65 for the first Class, plus \$40 for a second Class.
- 6.4 Payment included with an Entry Form can be by Cheque or Money Order only.
- 6.5 **ANY FEES INCURRED BY THE PROMOTER FOR DISHONoured CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT TO REMEDY AT RIDER SIGN ON. FAILURE TO REMEDY A DISHONoured PAYMENT WILL RESULT IN THE ENTRANT BEING EXCLUDED FROM THE EVENT AND BE INELIGIBLE TO RECEIVE ANY AWARDS OR PRIZES.**
- 6.6 Cheques and Money Orders are to be made payable to the **Toowoomba Motocross Club Ltd**.

- 6.7 Confirmation of your **ENTRY**, a **RECEIPT** for your payment, and any **FINAL INSTRUCTIONS** issued will be sent to you by return post. Please include a self addressed stamped envelope with your entry form.

**7. ENTRY PASSES:**

- 7.1 Entry passes for each rider plus 1 mechanic will be issued on the day upon presentation of your letter of acceptance.
- 7.2 Each competitor entered in **one class** will receive a **pit pass** [for rider plus 1 other person]. Competitors entering **two classes or more** will receive a **pit pass** [for rider plus 2 other persons]. Extra passes may be purchased with the **ENTRY FORM** attached at \$10 per adult and \$5 for children [5–15 years]. Children under 5 years will be admitted free.

**8. CLASSES OF COMPETITION AND RACE FORMAT:**

Class No.	Class name	Machine eligibility	Race Format
1	50cc (4-8 yrs) Div.1	50cc	Demonstration Class Only 3 Demo Sessions of (4 laps)
2	50cc (7-8 yrs) Div.2	50cc	2 legs (4 laps) + 1 leg (5 laps)
3	65cc (7-9 yrs)	60/65cc	2 legs (4 laps) + 1 leg (5 laps)
4	65cc (10-12 yrs)	60/65cc	2 legs (4 laps) + 1 leg (5 laps)
5	Mini Lites (9-11 yrs)	80/85cc 2/- & up to 160cc 4/- SW	2 legs (4 laps) + 1 leg (5 laps)
6	Mini Lites (12-15 yrs)	80/85cc 2/- & up to 160cc 4/ SW & BW	2 legs (4 laps) + 1 leg (5 laps)
7	Junior Lites (13-14 yrs)	100 to 125cc 2/- & 163 to 250cc 4/-	2 legs (5 laps) + 1 leg (6 laps)
8	Junior Lites (15 yrs)	100 to 125cc 2/- & 163 to 250cc 4/-	2 legs (5 laps) + 1 leg (6 laps)
9	Clubman Lites	125cc 2/- & 250cc 4/-	2 legs (5 laps) + 1 leg (6 laps)
10	Clubman Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 legs (5 laps) + 1 leg (6 laps)
11	Intermediate Lites	125cc 2/- & 250cc 4/-	2 legs (5 laps) + 1 leg (7 laps)
12	Intermediate Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 legs (5 laps) + 1 leg (7 laps)
13	Expert Lites	125cc 2/- & 250cc 4/-	2 legs (6 laps) + 1 leg (8 laps)
14	Expert Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 legs (6 laps) + 1 leg (8 laps)
15	Pro Lites	125cc 2/- & 250cc 4/-	2 legs (7 laps) + 1 leg (10 laps)
16	Pro Open	127 to 500cc 2/- & 255 to 650cc 4/-	2 legs (7 laps) + 1 leg (10 laps)

**9. AWARDS AND PRIZEMONEY: (Subject to Clause 10 conditions)**

Class No.	Class	Prize	Notes
1	50cc (4-8 yrs) Division 1 (Non Competitive Demo Class Only)	<b>All</b> entrants in this Class will receive a similar Trophy and/or Prize, of equal value.	
2	50cc (7-8 yrs) Division 2	1st \$70, 2nd \$50, 3rd \$30, 4th \$20, 5th \$10	
3	65cc (7-9 yrs)	1st \$70, 2nd \$50, 3rd \$30, 4th \$20, 5th \$10	
4	65cc (10-12 yrs)	1st \$70, 2nd \$50, 3rd \$30, 4th \$20, 5th \$10	
5	Mini Lites (9-11 yrs)	1st \$80, 2nd \$60, 3rd \$40, 4th \$25, 5th \$15	
6	Mini Lites (12-15 yrs)	1st \$80, 2nd \$60, 3rd \$40, 4th \$25, 5th \$15	
7	Junior Lites (13-14 yrs)	1st \$100, 2nd \$70, 3rd \$40, 4th \$25, 5th \$15	
8	Junior Lites (15 yrs)	1st \$100, 2nd \$70, 3rd \$40, 4th \$25, 5th \$15	
9	Clubman Lites	1st \$150, 2nd \$100, 3rd \$50, 4th \$40, 5th \$20	
10	Clubman Open	1st \$150, 2nd \$100, 3rd \$50, 4th \$40, 5th \$20	
11	Intermediate Lites	1st \$200, 2nd \$125, 3rd \$95, 4th \$50, 5th \$30	
12	Intermediate Open	1st \$200, 2nd \$125, 3rd \$95, 4th \$50, 5th \$30	
13	Expert Lites	1st \$250, 2nd \$175, 3rd \$130, 4th \$75, 5th \$50	
14	Expert Open	1st \$250, 2nd \$175, 3rd \$130, 4th \$75, 5th \$50	
15	Pro Lites	1st \$500, 2nd \$300, 3rd \$225, 4th \$125, 5th \$75	
16	Pro Open	1st \$500, 2nd \$300, 3rd \$225, 4th \$125, 5th \$75	

**10. ENTRIES TO CONSTITUTE A CLASS:**

- 10.1 For Classes (2 to 17 as described in Clause 1.1.1) the **MINIMUM** number of riders **entered and signed on** shall be 12.
- 10.2 Should there be insufficient entries in any Class, the decision to run or cancel the Class, or combine Classes (in accordance with Manual of Motorcycle Sport) or withdraw, reduce, re-distribute, re-define entirely, or combine **any** awards or prize money, will be at the sole discretion of the Promoter, subject to the Clerk of Course, Steward, and MQ approval.
- 10.3 Prize monies may be extended up to tenth place pending on rider numbers in some classes (i.e. clubman, mini lights)

**11. RIDERS TRACK INSPECTION / RACING FORMAT / PRACTICE FORMAT:**

- 11.1 **RIDERS TRACK INSPECTION:** All riders should walk the track and make a thorough inspection of it to their own satisfaction after signing on, and prior to the Riders Briefing.
- 11.2 **RACING FORMAT:** For all Classes (Classes 2 to 17 as described in Clause 8)
- 11.3 **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 announced at Riders Briefing.
- 11.4 **DEMONSTRATION CLASS:** Class 1 (50cc Division 1) will have 3 extended laps demonstration sessions during the event as described in Clause 8.
- 11.5 The maximum number of riders allowed in any single practice session will not exceed 125% of the number of gates in use (**20 start gates in use = 25 riders maximum** per practice).

**12. MACHINES AND RIDERS:**

- 12.1 All machines entered must comply with the current Manual of Motorcycle Sport Rules for Motocross Competition.
- 12.2 Multiple entry of the one machine in the same Class of competition is not permitted.
- 12.3 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 race 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 reasonably be expected to be 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 Promoters discretion. MQ bylaws apply to interstate entries and these competitors may be requested to change their Registered Riding Number in event of a numbers clash.
- 13.2 All Number Plates on all Machines **MUST** comply with the Manual of Motorcycle Sport Rules, and in particular rule 5.4
- 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:**

- 15.1 A Riders Briefing will be held prior to the commencement of racing and **ALL** Competitors **MUST** attend the Riders Briefing. Final or Further Instructions for Entrants in writing, may also be made available to the Entrants at any time up to the commencement of racing.

**16. DRUG AND OR ALCOHOL TESTING:**

- 16.1 All competitors and officials are advised that as part of the Motorcycling Australia 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 Awards Presentation may be delayed at the Promoters 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 Manual of Motorcycle Sport) which is a guide to appropriate behaviour at all Motorcycle Racing Meetings. This **CODE OF CONDUCT** applies to this Meeting and will be strictly enforced.

**18. EVENT TIMETABLE:**

- 18.1 **Saturday 5th January 2008**
- |                                  |                     |
|----------------------------------|---------------------|
| Gates Open                       | 6:00 am             |
| Machinery Inspection and Sign On | 7:30 am - 10:00 am  |
| Riders Track Inspection          | 8:00 am - 10:00 am  |
| Riders Briefing:                 | 10:15 am - 10:25 am |
| Riders Practice:                 | 10:30 am - 1:00 pm  |
| Afternoon Racing:                | 1:10 pm - 5:30 pm   |
| Evening Racing:                  | 6:00 pm - 10:00 pm  |
| Meeting Concludes:               | 10:15 pm            |

**19. CIRCUIT DESCRIPTION:**

- 19.1 The circuit will be a Stadium Motocross layout confined to the Toowoomba Showgrounds area and conforming to MQ guidelines. The track will be between 400 – 800 metres in length and include man made obstacles such as table top jumps, berms, flat corners, ramps and other technical elements. The surface consists of mainly lightly watered machine groomed earth at the beginning of the event, becoming hard pack as the event continues. The track will be appropriately watered throughout the event to facilitate dust control.

**20. STARTS AND PIT BOARDING:**

- 20.1 All starts will be by self penalising gates. A two minute board will be displayed by the Starter and Grid Marshal and competitors must be ready to start after the two minutes has elapsed and in accordance with the Manual of Motorcycle Sport. After two minutes a 15/5 second board will be displayed by the Starter; with the gates dropping a minimum of 5 seconds after the 5 second board has been displayed. A maximum of **20 gates** will be in use.
- 20.2 A pit boarding area **may** be allocated for **Senior Classes only**. No Junior Classes pit boarding will be permitted. Manual of Motorcycle Sport Rule 5.8.5.1 refers. An announcement on pit boarding will be made at the Riders Briefing.

**21. RACING FORMAT AND SCORING:**

- 21.1 Racing will be as described in Clauses 8 and 11.
- 21.2 **The Overall Results** will be decided by each rider's aggregate points over 3 legs of racing within their respective Class. For oversubscribed Classes (over 20 but less than 40/60 entries) riders will be randomly divided into two races (divisions) within their class. Numbers will be limited for each class solely at the promoter's discretion.
- 21.3 The race schedule will be determined on the day of racing
- 21.4 Scoring will be in accordance with Manual of Motorcycle Sport and in particular rule 5.8.9 as follows:

1st = 25 points	2nd = 22 points	3rd = 20 points	4th = 18 points	5th = 16 points
6th = 15 points	7th = 14 points	8th = 13 points	9th = 12 points	10th = 11 points
11th = 10 points	12th = 9 points	13th = 8 points	14th = 7 points	15th = 6 points
16th = 5 points	17th = 4 points	18th = 3 points	19th = 2 points	20th = 1 point

**22. NOISE:**

- 22.1 As per the Manual of Motorcycle Sport.
- 22.2 Machinery noise testing may be conducted at any time during the event at the Clerk of Course' 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 in your entry, 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 Competitors machines must not be ridden in certain restricted areas which will be defined in Final Instructions.
- 24.2 Motorcycling Australia and Motorcycling Queensland recommend that 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 The Qld Ambulance Service will be in attendance from the commencement of practice until 15 minutes after the conclusion of the last race.
- 24.5 All persons must wear enclosed footwear within the pits.
- 24.6 Fresh water and toilet facilities are available at the venue.
- 24.7 A MQ directive is that there should not be a practice session or rider coaching session prior to race day. There may be a press and media session conducted prior to race day, but laps practice will be expressly excluded from this session.
- 24.8 **PARKING IN THE PITS WILL BE STRICTLY AS DIRECTED BY THE PARKING MARSHALS NO EXCEPTIONS TO THIS RULE WILL BE TOLERATED.**

**25. IMPORTANT NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS:**

- 25.1 In the event of any unforeseen circumstances, the number of legs, the number of races, or the duration or format of races may be altered by the Clerk of Course with the permission of the Steward.
- 25.2 Number plate colours must be in accordance with the Manual of Motorcycle Sport (Rule 5.4.2 for Senior Competitors) and by Age Group Colours for Junior Competitors. Number plates must be kept clean during the course of the event to assist the scorers. Both Senior and Junior Riders must wear a legible back number that corresponds to the number displayed on their machine when competing. Riders who do not comply with this Clause may be excluded from the competition or any other penalty that the Clerk of Course deems appropriate.
- 25.3 In the event of a tie on points in any Class, the tie will be resolved by a count back in accordance with Manual of Motorcycle Sport Rule 5.8.9.3.

**26. RACING CLASSES - DEFINITIONS AND MACHINE ELIGIBILITY:**

- 26.1 **Junior Mini Lites Classes:** - [9 – 11 years] 80/85cc 2/- & up to 160cc 4/- SW  
[12 – 15 years] 80/85cc 2/- & up to 160cc 4/- SW & BW
- 26.2 **Jun and Sen Lites Classes:** - [Juniors] 100 to 125cc 2/- & 163 to 250cc 4/-  
[Seniors] up to 125cc 2/- & up to 250cc 4/-
- 26.3 **Senior Open Classes:** - [Senior Men and Women Riders in the Clubman, Intermediate, Expert and Pro Classes] 127 to 500cc 2/- & 255 to 650cc 4/-

- 27. Camping is permitted at the showgrounds for a \$20 dollar fee  
Hot showers are provided

NOTE THERE WILL BE NO CAMPING IN THE PIT AREA  
THE PIT AREA WILL NOT OPEN TILL SATERDAY AT 6AM (NO EXCEPTIONS)  
A area will be provided for camping only  
Children are not permitted to roam the showgrounds after 8pm  
No bikes will be ridden from the pits to the camp area  
(if you are found to break any of these rules you will be sent from the competition and no refund will be given)

NO EXCEPTIONS

ON BEHALF OF THE TOOWOOMBA MOTOX CLUB WE LOOK FORWARD TO YOUR ATTENDANCE





**CONTRACT TO PARTICIPATE IN THE SEDL CONTRACTORS TOOWOOMBA INDOOR STADIUM MOTOCROSS**

**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 for 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) Toowoomba Motocross Club Ltd
- 5) Toowoomba Motocross Club Ltd
- 6) Royal Agricultural Society of Queensland
- 7) SEDL Contractors
- 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, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

6.00am Saturday 5<sup>th</sup> January, 2008

**SCHEDULE 3:**

Toowoomba Showgrounds, Glenvale Rd, Toowoomba

**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:** \_\_\_\_\_

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

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

**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,

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

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