

KINGAROY & DISTRICTS MOTORCYCLE CLUB, CHINCHILLA MOTOCROSS CLUB, MORETON DISTRICTS MOTOCROSS CLUB & KILCOY MOTORCYCLE CLUB  
PRESENTS



## GO GIRLS WOMEN'S OFF-ROAD SERIES 2010

### SUPPLEMENTARY REGULATIONS

| <u>MEETING NAME</u>  | <u>VENUE</u>   | <u>DATE</u>   |
|--|--|---|
| THE INSTANT SECURITY ALARMS  | ROUND 1 – KINGAROY   | 28 <sup>TH</sup> FEBRUARY 2010  |
| GO GIRLS WOMEN'S OFF- ROAD SERIES<br>2010                                    | ROUND 2 - CHINCHILLA<br>ROUND 3 – TIVOLI<br>ROUND 4 – KILCOY | 16 <sup>TH</sup> MAY 2010<br>17 <sup>TH</sup> OCTOBER 2010<br>31 <sup>ST</sup> OCTOBER 2010                                     |
| <u>PROMOTER</u>  | <u>MA TRACK LICENCE No.</u>                                  | <u>MA PERMIT No.</u>  |
| KINGAROY & DISTRICTS MCC, CHINCHILLA MX<br>MORETON DISTRICTS MXC, KILCOY MCC | 6723 – 6726 – 6697 - 6712                                    | 39749 – 39750 – 39751 - 39752   |
| <u>RACE SECRETARY</u>  | <u>ADDRESS</u>   | <u>CONTACT No's</u>   |
| TBA<br>CAROL DONPON<br>SIMON WADWELL<br>JOANNE ASTROP                        | MARK FARNELL<br>129 ELLIOTT Rd<br>BANYO Q 4014               | 1) SIMON RICHARDSON 0405 429 676<br>2) CAROL DONPON 0429 691 551<br>3) STEVE MEIER 0438 012 178<br>4) MARK FARNELL 0412 198 679 |
| <u>CLERK OF THE COURSE</u>   | <u>STEWARD</u>   |   |
| 1)BILL THOMAS 2) LES WATT 3) JOHN WALKER 4) BILL THOMAS                      | 1) LES WATT 2) BOB KERR 3) KEVIN MORTIMER 4) LES JONES       |   |

#### 1. ANNOUNCEMENT:

Kingaroy & Districts MCC, Chinchilla MXC, Moreton Districts MXC, Kilcoy MCC, hereafter called the PROMOTER/S will conduct the four round INSTANT SECURITY ALARMS GO GIRLS WOMENS OFF-ROAD SERIES 2010

#### 2. JURISDICTION:

2.1. The abovementioned meeting has been authorised by Motorcycling Queensland who has issued Permit Numbers: - (as above) for this event.  
2.2. The event is an **Interclub Motocross** event, riders must be a member of one of the four clubs, and is open to holders of a current Motorcycling Australia:-

- A/ Junior or Senior National Competition Licence;
- B/ Junior or Senior Club Competition Licence;
- C/ One Meeting Competition Licence. (Junior riders must hold a current JCP Log Book with the appropriate endorsement).

Holders of a current **Nipper/Mini Licences** are also eligible to enter in the 50cc Auto Demo (Non-competitive) Class **Only**. All entries are subject to machinery eligibility requirements. All riders must hold a membership of one of the promoting clubs. Membership will be available on the day at each round.

2.3. One Meeting licenses will be available for purchase from the Race Secretary at each round in accordance with MQ.

2.4. The INSTANT SECURITY ALARMS GO GIRLS WOMENS OFF-ROAD SERIES 2010 will be conducted in accordance with the current Manual of Motorcycling Sport General Competition Rules (GCR's), these Supplementary Regulations, and any Final Instructions approved by Motorcycling Queensland.

**BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE SUPPLEMENTARY RULES, REGULATIONS, MOTORCYCLING AUSTRALIA BY-LAWS, AND ANY OTHER INSTRUCTIONS PROMULGATED BY THE PROMOTOR.**

#### 3. ENTRIES:

- 3.1. Entries will be accepted forthwith for all four rounds OR any of the four rounds nominated. Entries should be received at least 11 days prior to each race date. Entries will be accepted on the day of racing, however \$30.00 late entry fee will be included. Entries must be submitted via 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 entry fee included and a STAMP SELF ADDRESSED ENVELOPE for return entry confirmation.
- 3.2. In the case of postponement or abandonment after the commencement due to any circumstances, there will not be a refund of all or any part of the entry fee.

- 3.3. In the case of cancellation of the event at any time prior to each race date, due to any circumstances, any refunds to entrants will be determined by the Promoter and with the approval of Motorcycling Queensland.
- 3.4. Late entries may be considered at the discretion of the Promoter and only if accompanied by a late entry fee of \$30.00. NO LATE FEE NO RIDE.
- 3.5. **NOTE:- 1. LATE ENTRIES (THOSE RECEIVED AFTER THE WEDNESDAY 11 DAYS BEFORE THE EVENT, BUT LAST MAIL FRIDAY 9 DAYS BEFORE THE EVENT) MAY ONLY BE ACCEPTED IF ACCOMPANIED BY \$30.00 LATE FEE. 2. THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTOR. 3. NO PHONE, FAX, EMAIL OR IN PERSON ENTRIES WILL BE ACCEPTED.**

**4. INSURANCE:**

- 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:**

St John Ambulance Service or Queensland Ambulance Service will be in attendance from the commencement of Practice until fifteen minutes after the conclusion of the event.

**6. ENTRY FEE:**

- 6.1. Senior and Junior Riders \$50.00 for the first class, \$30.00 for second class. 50c Auto Demo Riders are a non-competitive Class only and their entry fee is \$30.00.
- 6.2. Payment included with the Entry Form can be 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 Mark Farnell .  
Post entries to Mark Farnell, 129 Elliott Rd Banyo Q 4014
- 6.4. Please include a self addressed stamped envelope if a receipt is required.

**7. ENTRY PASSES:**

Not required for admission.

**8. CLASSES OF COMPETITION:**

- 8.1 Table of Classes of Competition:

| Class No. | Class  | Race Format      |
|-----------|--|------------------|
| 1         | Female 50cc Auto (7-u9yrs)   |                  |
| 2         | Female 65cc (7-u10 & 10-u13yrs)  | 3 legs (8 mins)  |
| 3         | Female Mini Lites (9-u12 (SW) & 12-u16yrs SW & BW) (85cc 2/- & 150cc 4/- Competition Model Only) | 3 legs (8 mins)  |
| 4         | Female Junior Lites (13-u16yrs) Up to 150cc 2/- & 250cc 4/-                                      | 3 legs (10 mins) |
| 5         | Female Senior Unlimited  | 3 legs (12 mins) |
| 6         | Support Male & Female 50cc Auto Demo (4-u9yrs)   | 3 legs (8 mins)  |
| 7         | Support Male & Female 50cc Auto (7-u9yrs)  | 3 legs (8 mins)  |
| 8         | Support Male & Female 65cc (7-u10 & 10-u13yrs)   | 3 legs (8 mins)  |
| 9         | Support Male & Female 85cc (9-u12 & 12--u16yrs) (85cc 2/- & 150cc 4/- Competition Model Only)    | 3 legs (8 mins)  |
| 10        | Support Male & Female Junior Lites (13-u16yrs) Up to 150cc 2/- & 250cc 4/-                       | 3 legs (10 mins) |
| 11        | Support Male & Female Senior Unlimited   | 3 legs (12 mins) |

**9. AWARDS AND PRIZEMONEY:**

- 9.1 **Trophies:** will be awarded at the Awards Presentation at the completion of each round to the first, second and third placegetters of each class (classes 1-5 and 6-11 as listed in table 8.1). Overall trophies will be presented to 1st 2nd & third at the final round.
- 9.2 **50cc Auto Demo Entrants:** All entrants in this class will receive a similar trophy and/or prize of equal value.

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

- 10.1. To constitute a Class, The MINIMUM number of riders entered and signed on shall be 6.
- 10.2. Should there be insufficient entries in any Class of Competition, the decision to run, or cancel the Class, or to combine classes (in accordance with Manual of Motorcycling Sport) and re-distribute any awards and / or prize money, will be at the discretion of the Promoter, subject to Clerk of Course, Steward, and Motorcycling Queensland approval.

**11. RACE FORMAT:**

- A. Junior 50cc races will be 3 legs of 8 mins.
- B. Junior 65cc races will be 3 legs of 8 mins.
- C. Junior Mini Lites races will be 3 legs of 8 mins.
- D. Junior Lites races will be 3 legs of 10 mins.
- E. Senior Unlimited races will be 3 legs of 12mins.

**11.1 PRACTICE FORMAT**

Practice will be 4 laps or 10 minutes whichever is the lesser (Reedy Creek will be 3 laps only) – maximum number of riders at practice will be 125% of number of gates (eg. 40 gates = 50 riders at 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 machine may be permitted if a submission in writing is made to the Clerk of the Course and with the approval of the Steward at least 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 cannot reasonably be expected to be repaired.

## 13 RIDING NUMBER:

- 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 Manual of Motorcycle Sport Rules.
- 13.3. All riders must wear a legible back number (on their jersey or body armour) that corresponds to the number displayed on the 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. 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. Riders Briefing is a NON SMOKING AREA.

## 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 the Promoter'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 GCR's) 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:

### 18.1 Saturday:

Machinery and Sign On: 3pm – 5pm

### Sunday:

Gates Open: 6.00am  
Sunday Machinery and Sign On: 6.30am – 7.30am  
Riders Briefing: 7.35am  
Riders Practice: 8.00am – 9.00am  
Racing Commences: 9.15am  
Racing Concludes: 4.00pm  
Presentation: 4.25pm

### TIMETABLE:

**No riding in the pits. No bikes staring anywhere in the pits must be pushed to the top of the hill.**

A time will be made available during scrutineering for riders to walk the track on foot.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **6.30 am** with the completion of the meeting for the participant being when the participant has vacated the venue.

## 19 CIRCUIT DESCRIPTION:

The events will take place on manmade tracks that include obstacles such as table tops jumps, berms, flat corners, ramps and other technical elements. The surface consists mainly of well watered ploughed earth at the beginning of the event becoming hard packed as the event continues. The track will be 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 gates dropping a minimum of 5 seconds after the 5 second board has been displayed. A maximum of 40 gates will be in use.
- 20.2 A pit boarding area will be allocated for **Senior Classes Only**. No junior classes pit boarding area will be permitted. Manual of Motorcycle Sport refers.

## 21 RACING FORMAT AND SCORING

Racing will be as described in paragraphs 8.1 and 11.

Scoring will be accordance with the Manual of Motorcycle Sport and in particular rule 12.14 as follows:

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

## 22. NOISE:

- 22.1 As per the GCR's.  
22.2 Machinery noise testing may be conducted at any time during the event and 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, 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 A. Motorcycling Australia and Motorcycling Queensland recommend that competitors have:
- (1) A back protector or body armour (compulsory for junior riders).
  - (2) A fire extinguisher
- B. No animals allowed – Bonafide Guide dogs are permitted.
- C. St John Ambulance Service or Queensland Ambulance Service will be in attendance.
- D. All persons must wear enclosed footwear within the Pits.
- E. PARKING IN THE PITS WILL BE STRICTLY AS DIRECTED BY THE CLUB PARKING MARSHALS NO EXEPCTIONS WILL BE TOLERATED.

## 25. IMPORTANT NOTICE TO ALL RIDERS/ENTRANTS/PARNETS/GUARDIANS:

- 25.1 A. 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.
- B. Number plate colours must be in accordance with the Manual of Motorcycle Sport (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 legible back number that correspond to the number displayed on their machine when competing. Riders who do not comply with this sub-paragraph may be excluded from the competition or any other penalty that the Clerk of coarse deems appropriate.
- C. 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.
- D. A junior rider's age on January 1 will determine his/her age for competition that year. However, a rider may move to the next higher class when he/she becomes eligible to do so at any time during the year, but once a rider moves to the higher age class in any competition, he/she may not move back to the lower age class. Points earned in a lower class will not transfer to the higher class. This rule will apply to all riders up to and including 16 year olds.
- E. Camping is available at all tracks the night before. No showers at Gold Coast.





## CONTRACT TO PARTICIPATE IN THE INSTANT SECURITY ALARMS GO GIRL RACING OFFROAD INTERCLUB SERIES

**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]

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) Kingaroy & Districts MCC, Chinchilla MCC, Moreton Districts MXC, Kilcoy MCC
- 5) Kingaroy & Districts MCC, Chinchilla MCC, Moreton Districts MXC, Kilcoy MCC
- 6) Kingaroy Shire Council, Brigalow Regional Council, Motorcycling Qld, Brisbane Water Board,
- 7) Instant Security Alarms
- 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:

6:00am – 27&28/02/10, 15&16/05/2010, 16&17/10/2010, 30&31/10/10

### SCHEDULE 3:

Edenvale Raceway, Chinchilla, Tivoli Raceway, Glenfern Park,

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

**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.

SIGN  
HERE

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