



GOLD COAST MC
& SPORTING CLUB LTD.
WILL CONDUCT
OPEN SPEEDWAY ON
SATURDAY 21 MARCH 2009



<u>MEETING NAME</u> March Open.	<u>VENUE</u> Gold Coast Speedway, Captain Cook Drive, Labrador, Qld	<u>DATE</u> Saturday 21 March 2009
<u>PROMOTER</u> Gold Coast MC & Sporting Club Ltd.	<u>MA TRACK LICENCE No.</u> MQ 6622	<u>PERMIT No.</u> 50805
<u>RACE SECRETARY</u> Maryanne Stewart Assisted by Christine Brigden	<u>POSTAL ADDRESS</u> Gold Coast Motorcycle & Sporting Club P.O Box 231 Nerang Qld 4211	<u>CONTACT NOS</u> Christine Brigden 07 3297 6695 0434 377752 (senior speedway) Chris Brigden (junior speedway) 07 3200 0653
<u>REFEREE</u> Deborah Broome	<u>TIMEKEEPER</u> TBA	<u>CLERK OF COURSE</u> Kevin Apps

1. **ANNOUNCEMENT:**
The Gold Coast MC & Sporting Club LTD., hereafter called the PROMOTER will conduct the March Open speedway meeting at the Gold Coast Speedway, on Saturday 21 March 2009 for the following classes Modern Solos, Modern Sidecars, 350 cc solos and Junior Solos, plus Evos, 350cc and 500cc demonstration rides as required.
2. **JURISDICTION**
The above mentioned meeting has been authorised by Motorcycling Queensland which has issued the Motorcycling Australia *Permit Number 50805* and is open to holders of current Motorcycling Australia National Licence. Club Licensees from other Federations are also eligible to compete providing they have clearances from their Federation. The Promoter must obtain an IMN if licensees are from federations other than Australia and New Zealand.
- 2.1 The meeting will be held in accordance with the current Manual of Motorcycle 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 RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.
3. **ENTRIES:**
 - 3.1 Will be by Invitation
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:**
Medical staff and ambulance will be in attendance prior to any on track activity until at least 15 minutes after the completion of the last event.
6. **ENTRY FEE:**
 - 6.1 All riders will be required to pay the normal admission fee to this meeting.
At the end of the meeting all riders will be paid all prizemoney due in cash.
 - 6.2 There will be no entry fee for juniors and 350cc riders.

7. **AWARDS AND PRIZEMONEY:**
 SOLOS: \$15 per point . Double on Final.
 SUPPORT SOLOS: \$10 per point.
 SIDECARS: \$15 per point. Double on the final.
 No prizemoney paid on afternoon program.
8. **TRAVEL MONEY:** No travel money is paid, except where offered prior to travel being undertaken.
9. **RIDERS BRIEFING:**
 A Riders Briefing will be held prior to the commencement of racing and ALL Competitors MUST attend the Riders Briefing.
- 10 **DRUG AND OR ALCOHOL TESTING:**
- 10.1 All competitors and officials are advised that as part of the MA drug education program, drug and/or alcohol testing may take place at any competition in accordance with the Australian Sports Drug Agency policy.
- 10.2 If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at the RCB's discretion until the results of the tests are known.
- 10.3 For the purpose of drug & alcohol testing, the commencement of the meeting will be deemed at the time of scrutineering, the completion of the meeting for the participant being when the participant vacates the venue.
11. **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) that is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.
12. **TIMETABLE**
- | | | |
|-----------------|-------------|---|
| Scrutineering | 3:30pm -5pm | <u>TIMETABLE for Afternoon Programme</u> |
| Riders Briefing | 5:30 pm | Scrutineering 1:30pm –2:30pm |
| Racing | 6pm to 9pm. | Riders Briefing 2.45pm |
| | | Racing 3pm – 5pm |

If you are going to be late please call Christine (0434 377 752) on race day.

12. Rain off date: Sunday 22 March at 11 am.
13. **Pits Entry: The only persons admitted to the pit area are:**
 1. Motorcycling Australia licensed OFFICIALS, COMPETITORS and MECHANICS;
 2. Guests personally approved and invited by the Club
15. **CIRCUIT DESCRIPTION:**
 Rolled decomposed granite
 Approx length 320 metres. Approx width 12 metres
 Junior Track approx 120 metres
16. **Silencers** are to be fitted to all machines. All machines must be fitted with either a Dynamax Super Turbo or ASM 301. [Sidecars] King- Jawa Solos
 Ignition cut-out switch lanyard type to be attached to wrist.
 Machines may be noise tested and must not exceed 98 db.
Log books must be produced for scrutineering. These are available from the SCBs , MQ or MA
17. **Any photos taken may be published on the Gold Coast Speedway web site. If you do not wish your photo to be on the site please advise race secretary or club president.**



Gold Coast MC & Sporting Club Ltd.
WILL CONDUCT

March Open Speedway

21/3/09

ENTRY FORM



Competitor's Name:

FIM / MA Lic. No.:..... Lic. Expiry Date:.....

Address:.....

Town.....

Post Code:..... Club:..... Grade:.....

If Under 18 years – Date of Birth:.....

Phone No.: (Home):..... (Work)..... (Mobile).....

Next of Kin Name and Contact No:

Passenger's Name.....

FIM / MA Lic. No.:..... Lic. Expiry Date:.....

Address:.....

Town.....

Post Code:..... Club:..... Grade:.....

If Under 18 years – Date of Birth:.....

Phone No.: (Home):..... (Work)..... (Mobile).....

Next of Kin Name and Contact No:
.....

EVENT	MACHINE	CAPACITY	RIDERS AGE
<u>Modern Solos</u>			
<u>Modern Sidecars</u>			
<u>Evos</u>			
<u>Pre 84 sidecars</u>			
<u>350 solos</u>			
<u>Juniors</u>			
350cc Solos			
<u>OTHER</u>			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR'S), THESE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

RIDER'S NAME

SIGNATURE

DATE

PASSENGER'S NAME

SIGNATURE

DATE

PARENT/GUARDIAN NAME

SIGNATURE

DATE



PARTICIPANT DECLARATION

Motorcycling Queensland
PO Box 2072, North Ipswich Q 4305
Ph: 07 3281 2255 Fax: 07 3812 2742
Email: info@majld.org.au Web: www.majld.org.au



CONTRACT TO PARTICIPATE IN FEBRUARY OPEN SPEEDWAY.

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.

I, **I THE UNDERSIGNED (see below):** [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by his 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.

DEFINITIONS

- i) "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;
- ii) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- iii) "MA" means Motorcycling Australia Limited;
- iv) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- v) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- vi) "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.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

- i) 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:
 - v) that I may be injured, physically or mentally, and may be killed;
 - vi) that my machinery or equipment may be damaged, lost or destroyed;
 - vii) that competitors may ride dangerously or with a lack of skill;
 - viii) that track or event conditions may be hazardous and may vary without warning or predictability;
 - ix) 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;
 - x) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - xi) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - xii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
 - xiii) 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;
 - xiv) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - xv) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

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.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

- i) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - ii) that I participate in the meeting at my sole risk and responsibility;
 - iii) that I accept the Venue as it stands with all or any defects hidden or exposed;
 - iv) 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.
- ii) 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.
- iii) 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.
- iv) 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.

MEDICAL

- i) 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.
- ii) 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.

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 Monague 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.

PERSONAL HEALTH INFORMATION

- i) 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:
 - ii) I ACKNOWLEDGE that:
 - v) 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

- 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).
- iv) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - v) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - vi) may use any information collected in accordance with this clause for any purpose consistent with creating safe competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - vii) 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.
 - viii) 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.

POLICIES AND REGULATIONS

- i) 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.
- ii) 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) Gold Coast Motorcycle Sporting Club
- 5) Gold Coast Motorcycle Sporting Club
- 6) Gold Coast City council
- 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:

1.30pm - 21 March, 2009

SCHEDULE 3:

Gold Coast Speedway, Captain Cook Drive, Labrador.

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:

- i) 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:** _____