

21<sup>ST</sup> June 2017



BAULKHAM HILLS JUNIOR MOTORCYCLE TRAINING CLUB

WILL CONDUCT

# BAULKHAM HILLS MINIKHANA INTERCLUB 2017

ON

SUNDAY 23<sup>RD</sup> JULY 2017



# SUPPLEMENTARY REGULATIONS

<u>MEETING NAME:</u>	<u>VENUE:</u>	<u>DATE:</u>
BAULKHAM HILLS MINIKHANA INTERCLUB	IAN PACKER JUNIOR MOTORCYCLE TRAINING COMPLEX 85-101 REDMAYNE ROAD HORSLEY PARK NSW 2175	SUNDAY 23 <sup>RD</sup> JULY 2017
<u>PROMOTER:</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
BAULKHAM HILLS JUNIOR MOTORCYCLE TRAINING CLUB	TBA	5/17/I/21777
<u>RACE SECRETARY:</u>	<u>ADDRESS:</u>	<u>CONTACT NO.</u>
CARLIE ROBERTS	PO BOX 2374 ROUSE HILL NSW 2155	DAVE ROBERTS 0421 840 930 secretary@bhjmtc.com.au
<u>CLERK OF THE COURSE:</u>	<u>SCRUTINEER:</u>	<u>STEWARD:</u>
TIMOTHY SHELTON	JEFF SWAN	JAMIE PATTERSON

## 1. **ANNOUNCEMENT:**

The BAULKHAM HILLS JUNIOR MOTORCYCLE TRAINING CLUB, hereafter called the PROMOTER will conduct BAULKHAM HILLS MINIKHANA INTERCLUB 2017 for Junior, Senior and Demonstration Class Motorcycles at the Ian Packer Junior Motorcycle Training Complex, 85-101 Redmayne Road Horsley Park NSW, on Sunday 23<sup>rd</sup> July 2017.

## 2. **JURISDICTION:**

- 2.1. The above-mentioned INTERCLUB meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number 5/17/I/21777 and is open to holders of current Motorcycling Australia National Competition Licences.
- 2.2. This Interclub Meeting is only open to the following Minikhana clubs:
- Baulkham Hills Junior Motorcycle Training Club
  - Blacktown Mini Bike Club
  - Junior Trials Mini Cycle Club
  - Hornsby Junior Dirt Bike Club
  - Ku-ring-gai Mini Wheels Training Club
  - Penrith Minibike Club
  - Sutherland PCYC
- 2.3. This meeting is open to the following current Motorcycling Australia Licence types:
- Senior National
  - Senior Recreational
  - Junior National
  - Mini Licence
- DAY LICENCES WILL NOT BE AVAILABLE**

- 2.4. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of Motorcycling NSW and any final instructions.  
**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 electronic entries Wednesday 19<sup>th</sup> July 2017 at 10pm. There will be no postal entries.  
 To enter online go to BHJMTc website: [www.bhjmtc.com.au](http://www.bhjmtc.com.au) and follow instructions.

- 3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter, if such retention is approved by Motorcycling NSW.
- 3.3 Only entries received on the official entry form that are accompanied by the correct fee will be accepted.
- 3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

**4. INSURANCE:**

- 4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.
- 4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.
- 4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

**5. MEDICAL SERVICES:**

First Aid – Beneficial Safety will be present on the day from 8.30am through to the completion of competition.

**6. ENTRY FEE:**

- 6.1 **Standard Entry**  
All Riders (excluding 50cc Demonstration Class) \$50.00 per rider.
- 6.2 **50cc Demonstration Class Entry**  
Riders in 50cc Demonstration Class \$35.00 per rider.
- 6.3 Payment by Credit or Debit Card via Ridernet only.
- 6.4 Entries will be processed via Ridernet only.

**7. ENTRY PASSES:**

Only riders and officials will be permitted in the circuit, event and pit areas, with the exception of the 50cc Demonstration Class riders where one parent/guardian is permitted in the pit area.

**8. CLASSES OF COMPETITION:**

- Senior Combined 85/100cc 2-str or 150cc 4-str
- Junior BW A 85/100cc 2-str or 150cc 4-str
- Junior BW B 85/100cc 2-str or 150cc 4-str
- Junior BW C 85/100cc 2-str or 150cc 4-str
- A 85cc 2-str or 150cc 4-str      B 85cc 2-str or 150cc 4-str      C 85cc 2-str or 150cc 4-str
- A 65cc      B 65cc      C 65cc
- A Mini Wheels      B Mini Wheels      C Mini Wheels
- A 50cc Auto      B 50cc Auto      C 50cc Auto
- 50cc Demonstration (Non-competitive)

**9. AWARDS AND PRIZEMONEY:**

- 9.1 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> places in each grade will be awarded with a trophy.
- 9.2 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> in each event will be awarded a sash or medallion.
- 9.3 All 50cc Demonstration Class entrants will receive an award of the same or equal value.

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

- 10.1 To constitute a class, the number of contestants entered and competing in each class shall be a minimum of 4.
- 10.2 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the promoter, subject to Motorcycling NSW approval.

## 11. **RACE FORMAT:**

Minicross  
 Orange  
 Looping  
 Ring Return  
 Slow  
 Figure of 8  
 Non Footed Clover  
 Run-off event if required – Bending

- 11.1 **Series:** Scoring will be as per GCR's.  
 Competition points for placing in each event.

Placing	Club points	Individual points
First	3	17
Second	2	12
Third	1	9

Heat finals will be run and scored as a heat. There will be no re-runs if all riders fault. Only riders successfully completing the course can place in the event.

Competitors amassing the highest overall points score will be the grade winners, 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> respectively.

In the event of a tie for 1<sup>st</sup> or 2<sup>nd</sup> place, the placing will be resolved by a run-off.

There will be no run-off to break a tie for 3<sup>rd</sup> place (individual points score).

If there is a tied individual points score for 3<sup>rd</sup>, the tied competitors will all receive equal 3<sup>rd</sup> placing.

Any rider out of the correct grade will have points acquired up until that time deleted from their score.

**IT IS THE RESPONSIBILITY OF THE RIDER TO BE IN THE CORRECT GRADE.**

This meeting is part of a series; any podium points obtained will be accumulated as series points for clubs and competitors.

- 11.2 Results will remain "Provisional" until ratified and confirmed by Motorcycling NSW.

## 12. **MACHINES AND RIDERS:**

- 12.1 All machines entered must comply with the current GCR's for MINIKHANA competition.  
 12.2 Multiple entry of the one machine in the same class of competition is not permitted.  
 12.3 No change of machine is permitted. One rider – one bike, one bike – one rider. No sharing of machines.  
 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

## 13. **RIDING NUMBERS:**

- 13.1 Competitors will be allocated their Club Riding Number or their preferred riding number if available. All others shall be allocated numbers at the Promoter's discretion.  
 13.2 All number plates on all machines MUST comply with the GCR's.  
 13.3 All riders must wear approved club jersey or riding vest which can be worn under body armour, provided rider number is visible on the back of the body armour.

## 14. **GRID POSITIONS:**

Lane positions will be determined by "draw of disks from bag".

## 15. **RIDERS BRIEFING:**

A Riders' briefing will be held prior to the commencement of practice and all participants MUST attend. Riders' briefing sign-on sheets must be signed by the competitor as confirmation of attendance.

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

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

## 17. **CODE OF CONDUCT:**

All participants, officials and parents are reminded of the Motorcycling Australia - CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behavior at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and shall be enforced.

## 18. **TIMETABLE:**

<b>Gates Open:</b>	<b>6.30 am</b>
<b>Meeting starts:</b>	<b>7.00 am</b>
<b>Sign-on:</b>	<b>7.00 am</b>
<b>Scrutineering:</b>	<b>7.15 am - 8.45 am</b>
<b>Riders Briefing:</b>	<b>8.45 am – 9.00 am</b>
<b>Start of Competition:</b>	<b>9.00 am</b>
<b>Lunch:</b>	<b>12.30 pm</b>
<b>Riders Briefing:</b>	<b>1.15 pm</b>
<b>Competition End:</b>	<b>At completion of all events</b>

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6.30am 23<sup>rd</sup> July 2017, with the completion of the meeting for the participant being at the completion of racing.

## 19. **CIRCUIT DESCRIPTION:**

Clock-wise	Minicross Track B - 50cc and Demonstration Class. Mini Wheels B and/or C Grade may be run on Minicross Track B at the discretion of the Clerk of Course
Anti-Clockwise	Minicross Track A (65cc, 85cc, 150cc 4 stroke and Mini wheels)

## 20. **STARTS / SIGHTING LAPS:**

Elastic stretch start - Minicross

MX/SX PROCEDURE – A 15 Second Board will be displayed to all riders. At the end of 15 seconds a 5 second board will be displayed. After a full 5 seconds, but not exceeding 10 seconds, the elastic will release.

Sighting laps will be conducted as per MoMs, the number of sighting laps will be advised at Riders Briefing.

## 21. **RACING:**

The number of laps for heats and finals for Minicross will be advised at Riders Briefing.

## 22. **NOISE:**

All machines must comply with the requirements of the GCR's and the track licence.

## 23. **SPECIAL NOTES AND WARNINGS:**

No bikes to be started or ridden in the carpark.

No push bikes to be ridden in the carpark or anywhere at the complex.

Only one parent/guardian for 50cc Demonstration Class permitted within pits and riding areas (fenced areas).

No spectators or riders permitted on earth mounts or within the racing area, with the exception of when a rider is competing within the racing area.

Presentations will be held at the completion of the meeting

## 24. **OPERATIONAL OFFICIALS AND FLAG MARSHALS:**

PARENTS AND GUARDIANS ARE REQUIRED TO ASSIST WITH THE RUNNING OF EVENTS.

FLAG MARSHALS WILL BE APPOINTED IN SESSIONS BY THE RACE SECRETARY PRIOR TO THE EVENT.

FAILURE TO ASSIST WITH FLAG MARSHALLING MAY RESULT IN THE EXCLUSION OF RIDERS FROM THE MEETING.

**25. MACHINE AND RIDER EXAMINATION:**

All riders must present themselves fully dressed in riding attire with their yellow log book and MA / MNSW Licenses. All bikes – the suspension, frame, brakes, wheel size, handle bars (plugged), motor size must be as per original manufacturers specification for that particular bike frame, and/or within the Technical regulations of the Minikhana section of the current MoMs.



## DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

1. I \_\_\_\_\_ of \_\_\_\_\_ am the parent or legal guardian of \_\_\_\_\_ ("Minor"). The Minor wishes to enter \_\_\_\_\_ ("Event") conducted by the parties in Schedule 1 below ("Organisers") on \_\_\_\_\_ (date). I consent to the Minor's entry and participation in the Event.
2. I appoint and authorise \_\_\_\_\_ ("Guardian") as temporary guardian and custodian of the Minor, whilst the Minor has entered and participates in the Event (with the Guardian's acceptance of such appointment evidenced by their execution of this Deed below). The Guardian's appointment as Guardian under this Deed is of no effect in circumstances where I/we (the parent or legal guardian of the Minor) is/are in attendance at the Event (and will remain of no effect only for so long as I/we are in attendance at the Event). In those circumstances and for so long as I/we remain in attendance at the Event, I/we retain full legal responsibility for the Minor.
3. I acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
- the Minor may be injured, physically or mentally, and may be killed;
  - the Minor's machinery or equipment may be damaged, lost or destroyed;
  - other competitors may ride dangerously or with lack of skill;
  - track or event conditions may be hazardous and may vary without warning or predictability;
  - the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;
  - any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;
  - there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
  - entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
4. In consideration of the Organiser's accepting the Minor as an entrant in the Event I agree to indemnify the Guardian, the Organisers and each of them in the following manner:
- that the Minor participates in the race meeting at my sole risk and responsibility;
  - that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
  - that I indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. I release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.
6. I declare that the Minor is medically and physically fit and able to participate in the Event.
7. I authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
8. I authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

### Executed as a Deed:

SIGNED by: \_\_\_\_\_  
[print name of parent or legal guardian] in the presence of: \_\_\_\_\_ [signature of parent or legal guardian]

\_\_\_\_\_  
[print witness name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[signature of witness]

SIGNED by: \_\_\_\_\_  
[print name of Guardian] in the presence of: \_\_\_\_\_ [signature of the Guardian]

\_\_\_\_\_  
[print witness name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[signature of witness] **Schedule 1**

FIM, MA, All Australian State Controlling Bodies, all clubs and officials who form part of the series, all round venues, all landowners of properties holding Rounds, all Series or Round sponsors or official suppliers.



## BAULKHAM HILLS JMTC

WILL CONDUCT

## MINIKHANA INTERCLUB

ON

SUNDAY 23RD JULY 2017

ENTRY FORM

Rider's Surname:		Rider's First Name:	
MA Licence No:		MA Licence Expiry Date:	
Address:			
Post Code:	Club:	Grade:	
If under 18 Years - Date of Birth:			
Registered Riding No:		If not registered, Preferred No:	
Contact Number Home:	Work:	Mobile:	

Entrant:	MA Licence No:	MA Licence Expiry Date:
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Passenger's Surname:		Passenger's First Name:	
MA Licence No:		MA Licence Expiry Date:	
Address:			
Post Code:	Club:	Grade:	
If under 18 Years - Date of Birth:			
Registered Riding No:		If not registered, Preferred No:	
Contact Number Home:	Work:	Mobile:	

CLASSES	MACHINE	CAPACITY	AGE
50cc Div 1 Demonstration (Nippers)			
50cc Div A B C			
MiniWheels A B C			
65cc A B C			
85cc A B C			
JBW (85cc) A B C			
Senior Combined			

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

**ENTRY FEES: \$50.00 per rider all classes with exception to Demonstration Class \$35.00**

**TOTAL PAYABLE = \$ \_\_\_\_\_**

_____	_____	_____
RIDERS NAME	SIGNATURE	DATE
_____	_____	_____
PASSENGERS NAME	SIGNATURE	DATE
_____	_____	_____
PARENT / GUARDIAN NAME	SIGNATURE	DATE

**PLEASE TICK ONE**

I AM A PROFESSIONAL RIDER AND MY ABN IS: \_\_\_\_\_

MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN





# PARTICIPANT DECLARATION

MA or SCBs  
City, State, Post  
Telephone, Fax Email, Website

## CONTRACT TO PARTICIPATE IN THE <ADD EVENT NAME HERE>

**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 Activity" 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 Australian Consumer and Fair Trading Act 2012 (Vic)

Under the provisions of the Australian Consumer and Fair Trading Act 2012 (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 22N of the Australian Consumer and Fair Trading Act 2012 (Vic) 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 Australian Consumer Law and Fair Trading Act 2012 (Vic) 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 Regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic).

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

MA, my SCB and the <Add Promoter/Event Organiser Here>, use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering the Event. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at [www.ma.org.au](http://www.ma.org.au).

### 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 services engaged to provide medical services 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;

- i) 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
- ii) 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 a participant 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.

### 13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by [organisation] and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to [organisation] using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote [organisation] or the Event.

### SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) <Add State Control Body Here>
- 4) <Add Promoter/Event Organiser Here>
- 5) <Add Track Hirer Here>
- 6) <Add Land Owner Here>
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here>
- 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:

<Add Meeting Time & Date Here>

### SCHEDULE 3:

<Add Venue Here>

### 14. EXECUTION

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

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

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

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

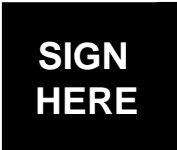
I/WE \_\_\_\_\_ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

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

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

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

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





21<sup>ST</sup> June 2017



MOTORCYCLING NSW LIMITED  
PO BOX 9172 HARRIS PARK NSW 2150

T 02 96359177 F 02 96355277 E Motorcycling NSW @motorcycling.com.au



**PARTICIPANT DECLARATION**

**CONTRACT TO PARTICIPATE IN THE <Add Event Name Here>**  
**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 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.

**DEFINITIONS**

- 2. 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.

**ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS**

- 3. 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.

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

- 4. 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**

- 5. 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.

**MEDICAL**

8. 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

my personal information by <Add Event Organiser Here>, and MA to other agencies and officials associated with the Event for the purpose of conducting and managing the Event. I understand that I may gain access to my personal information held by <Add Promoter/Event Organiser> by contacting <Add Promoter/Event Organiser Here> at <Add Address of Promoter/Event Organiser Here> or MOTORCYCLING NSW at PO BOX 9172 Harris Park NSW 2150. 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**

- 11. 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 Acts 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.

**POLICIES AND REGULATIONS**

- 12. 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.

**EXECUTION**

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

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

- 15. I /WE being the parents or guardians of the person named beside (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.

**SCHEDULE 1**

- 1) Federation Internationale de Motocyclisme
2) Motorcycling Australia Ltd
3) Motorcycling NSW Limited

- 4) <Add Promoter/Event Organiser Here>
5) <Add Track Hire Here>
6) <Add Land Owner Here>
7) <Add Sponsor Here>
8) <Add First Aid Provider Here>
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:**

<Add Meeting Time & Date Here

**SCHEDULE 3:**

<Add Venue Here

10. I hereby consent to the collection of my personal information by the <Add Promoter/Event Organiser Here>, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

	Name (Print Clearly)	MA Licence Number	Senior	Junior	Official	Signature (Parent/Guardian if U18years)
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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**