



# SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB

WILL CONDUCT

## 2<sup>ND</sup> NORTH COAST OPEN MOTOCROSS

ON 4 SEPTEMBER 2011



### SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2 <sup>ND</sup> NORTH COAST OPEN MOTOCROSS	GNUDWOC PARK RACEWAY MVRG OLD LILLYPOOL RD, SOUTH GRAFTON	SUNDAY 4 SEPTEMBER 2011
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB	16147, 16148, 16149D	11/21069
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
NARELLE RANKIN	105 ALICE STREET, GRAFTON NSW 2460	66425977 0416164259
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
BRUCE RANKIN	MICHAEL COLLINS	DARRELL SKINNER

1. ANNOUNCEMENT:

The South Grafton Ex-Services Motorcycle Club, hereafter called the PROMOTER will conduct the North Coast Open Motocross for Junior and Senior competitors at the Gnudwoc Park Raceway MVRG, on 4 September 2011.

2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number 11/21069 and is open to holders of current Motorcycling Australia **National Competition Licences.**
- 2.2. 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.**
- 2.3. **Age Requirements:** The age of the Junior rider will be determined by the age the rider is at the 1<sup>st</sup> January 2011. Senior rider's age will be determined by the age of the rider at the commencement of the meeting ie; 4 September 2011.
- 2.4. **Log Book:** Each Junior rider is to present their log book at sign on. Log Books not collected at the conclusion of the meeting will be sent back to MOTORCYCLING NSW.

3. ENTRIES:

- 3.1 Entries open forthwith and close last mail Friday 26 August 2011.
- 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 **FIRST 30 ENTRIES ONLY – NO HEATS.**
- 3.5 **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:**

Heartstart will be on site from commencement of practice to the conclusion of racing.

**6. ENTRY FEE:**

- 6.1 Senior \$55.00 Each additional class \$20.00
- Junior \$40.00 Each additional class \$15.00
- Nipper \$30.00

**LATE ENTRIES ADDITIONAL \$25.00**

- 6.2 Payment by 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 the SGEMCC.
- 6.4 Please include a self-addressed, stamped envelope for confirmation of entry and the issuing of Entry Passes and any Final Instructions. **NO ENVELOPE - NO PASSES – NO FINAL INSTRUCTIONS.**

**7. ENTRY PASSES:**

NA

**8. CLASSES OF COMPETITION:**

**JUNIORS**

- 4-U9 Years 50cc Demonstration (Division 1)
- 7-U9 Years 50cc Auto (Division 2)
- 7-U10 Years 65cc
- 10-U13 Years 65cc
- 9-U12 Years 85cc 2 Stroke/150cc 4 Stroke Standard Wheel
- 12-U16 Years 85cc 2 Stroke/150cc 4 Stroke Standard Wheel and Big Wheel
- Junior Lites 13-U16 Years 100cc-150cc 2 Stroke/200cc-250cc 4 Stroke

**SENIORS**

- Senior Lites A Grade – Up to 250cc (2 Stroke or 4 Stroke)
- Senior Lites B Grade – Senior Lites A Grade – Up to 250cc (2 Stroke or 4 Stroke)
- Senior Lites C Grade - Senior Lites A Grade – Up to 250cc (2 Stroke or 4 Stroke)
- Senior Open A Grade - 255cc and Over 4 Stroke/250cc and Over 2 Stroke **(250cc 2 Stroke permitted to ride 1 class only)**
- Senior Open B Grade - 255cc and Over 4 Stroke/250cc and Over 2 Stroke **(250cc 2 Stroke permitted to ride 1 class only)**
- Senior Open C Grade - 255cc and Over 4 Stroke/250cc and Over 2 Stroke **(250cc 2 Stroke permitted to ride 1 class only)**
- Senior Women's Open All Powers
- Over 35's Years All Powers
- Open All Powers All Grades (15 Minute Moto plus 1 Lap)

**9. AWARDS AND PRIZEMONEY:**

- All Nipper riders receive a participation award.
- Riders in each junior class will receive awards for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>.
- Riders in each Senior C Grade class, Over 35 Years and Women's Class will receive prize money for 1<sup>st</sup> \$100, 2<sup>nd</sup> \$75 and 3<sup>rd</sup> \$50.
- Riders in each Senior A and B Grade class, and Open All Powers All Grades will receive prize money for 1<sup>st</sup> \$150, 2<sup>nd</sup> \$100 and 3<sup>rd</sup> \$75.

**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 8 Juniors and 10 Seniors, and the Women's class shall be a minimum of 8.**
- 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:**

- 11.1 There will be a minimum of 3 rounds. Cumulative points over rounds with points allocated in each round as per Manual of Motorcycle Sport 12.14.
- 11.2 Scoring will be as per GCR's. ie 25 points will be allocated to 1<sup>st</sup> place, 22 pts for 2<sup>nd</sup> place, 20 pts for 3<sup>rd</sup> place, 18 points for 4<sup>th</sup> place, 16 points for 5<sup>th</sup> place, etc, to be accumulated over the 3 rounds, with the maximum



possible being (75) points achieved per class. Results will remain “Provisional” until ratified and confirmed by MOTORCYCLING NSW.

11.3 Practice will be a minimum of 3 laps.

11.4 Racing will be 3 rounds per class. Juniors will be a minimum of 3 laps and Seniors will be a minimum of 4 laps per round.

11.5 Senior A and B Grade classes will be run together but scored separately.

11.6 The Promoter reserves the right to alter the race format where necessary, with the approval of the MOTORCYCLING NSW appointed Steward at the meeting.

**12. MACHINES AND RIDERS:**

12.1 All machines entered must comply with the current GCR’s 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 is permitted at the discretion of the Clerk of the Course and must be notified in writing at least 10 minutes before the next race for that class.

12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

12.5 Sprocket covers are compulsory on all machines as per GCR 12.8.8 and will be checked at scrutineering.

**13. RIDING NUMBERS:**

13.1 Competitors will be allocated their MOTORCYCLING NSW Registered Riding Number or their preferred Riding Number. 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 BACK NUMBERS MUST BE WORN BY ALL RIDERS as per GCR 12.6.5.1.

**14. GRID POSITIONS:**

All grid positions will be by way of a peg draw at the beginning of each race with the number on the peg being the number of the gate.

**15. RIDERS BRIEFING:**

A Riders’ Briefing will be held prior to the commencement of practice and ALL Competitors 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 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 shall be enforced.

**17. TIMETABLE:**

Sign On and Scrutineering: 6.30am to 8.00am

Riders Briefing: 8.15am

Practice: Immediately after Riders Briefing

Racing: Immediately after practice.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6.30am Sunday 4 September 2011, with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

**19. CIRCUIT DESCRIPTION:**

The track is 1500 metres in length and is a man made motocross construction of clay. The direction of racing is clockwise. The 50cc 7-U9 Years Auto (Div 2) track is 1300 metres in length and is a man made motocross construction of clay, and the direction of racing is clockwise. The 50cc 4-U9 Years Demonstration (Division 1) track is 500 metres in length and is a man made motocross construction of clay, and the direction of racing is clockwise.

**20. STARTS:**

Clutch starts from self-penalising backward falling gates (30 gates), with the exception of the 50cc demonstration class who will start at the Marshall’s discretion.



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 gates will drop.

**21. RACING:**

As per 11 – Race Format.

**22. NOISE:**

All machines must comply with the requirements of the GCR's and the Track Licence.

**23. GST:**

The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may 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 **FLAG MARSHALLS – You can choose to flag 1 round of racing or pay the flag marshall fee of \$20.**
- 24.2 Smoking is strictly prohibited in areas where refuelling is permitted GCR 12.9.4.3
- 24.3 Closed footwear must be worn at all times in the Pit Area GCR 17.1.7.1
- 24.4 Presentations at end of racing at score tower.
- 24.5 Facilities: Canteen and toilet facilities.
- 24.6 Please ensure before entering this meeting that you hold a current **National Licence**.
- 24.7 **REFUND POLICY** – Refunds will only be given to riders who notify the Race Secretary by email or SMS (see details below) by Thursday 1 September 2011 and as per GCR 4.3.1.1 k). Unless a Medical Certificate is supplied, all riders withdrawing will be charged a \$10 administration fee.

**WEBSITE AND CONTACT DETAILS**

www.sgemcc.com

Email: narelle\_rankin@bigpond.com

SMS: 0416164259



**MOTORCYCLING AUSTRALIA LIMITED (“MA”)  
DEED OF APPOINTMENT OF TEMPORARY GUARDIAN**

1. I/We \_\_\_\_\_ of \_\_\_\_\_ are the parent(s) or legal guardian(s) of \_\_\_\_\_ (“Minor”). The Minor wishes to enter \_\_\_\_\_ (“Event”) conducted by the parties in Schedule 1 below (“Organisers”). I/we consent to the Minor’s entry and participation in the Event.
2. I/We appoint and authorise \_\_\_\_\_ (“Guardian”) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.
3. I/We 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:
  - (a) **the Minor may be injured, physically or mentally, and may be killed;**
  - (b) **the Minor’s machinery or equipment may be damaged, lost or destroyed;**
  - (c) **other competitors may ride dangerously or with lack of skill;**
  - (d) **track or event conditions may be hazardous and may vary without warning or predicability;**
  - (e) **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;**
  - (f) **any policy of insurance of or in respect of the Minor’s life or physical or mental health may be voided;**
  - (g) **there may be no or inadequate facilities for treatment or transport of the Minor if injured; and**
  - (h) **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/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:
  - (a) **that the Minor participates in the race meeting at my/our sole risk and responsibility;**
  - (b) **that the Minor accepts the venue as it stands with all or any defects hidden or exposed;**
  - (c) **that I/We 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/We 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/We declare that the Minor is medically and physically fit and able to participate in the Event.
7. I/We 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/We 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.

SIGNED and DELIVERED by: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of: \_\_\_\_\_ )

.....  
**Witness**

Schedule 1: FIM, MA, Motorcycling NSW Ltd, South Grafton Ex-Services Motorcycle Club,





**PARTICIPANT DECLARATION**  
**CONTRACT TO PARTICIPATE IN THE 2ND NORTH COAST OPEN MOTOCROSS**

**WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

1. I THE UNDERSIGNED (see below): .....

..... [Insert Name]  
 HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

**DEFINITIONS**

2. In this declaration:
- "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;
  - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - "MA" means Motorcycling Australia Limited;
  - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
  - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - "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:
- 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:
    - that I may be injured, physically or mentally, and may be killed;
    - that my machinery or equipment may be damaged, lost or destroyed;
    - that competitors may ride dangerously or with a lack of skill;
    - that track or event conditions may be hazardous and may vary without warning or predictability;
    - 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;
    - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
    - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
    - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
  - 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;
  - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
  - and I 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:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
    - that I participate in the meeting at my sole risk and responsibility;

- that I accept the Venue as it stands with all or any defects hidden or exposed;
- 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.
- 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.
- 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.
- 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 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.
- 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 South Grafton Ex-Services Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by South Grafton Ex-Services Motorcycle Club, 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 South Grafton Ex-Services Motorcycle Club by contacting South Grafton Ex-Services Motorcycle Club at PO Box 451, Grafton NSW 2460 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**

- 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:
  - I ACKNOWLEDGE that:
    - 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;
    - 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
    - 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).
  - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
    - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
    - 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;
    - 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.
- 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 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.
- 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**

- 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): X .....

SIGNATURE: X ..... DATE: .....

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

- I/WE X ..... being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
  - I/we have read the whole of this document and understand it;
  - I/we consent to the entrant participating in the Event; AND
  - I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
  - I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.
- IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

PARENT/GUARDIAN: X .....

SIGNATURE: X ..... DATE: .....

**SCHEDULE 1**

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- South Grafton Ex-Services Motorcycle Club
- South Grafton Ex-Services Motorcycle Club
- Clarence Valley Council
- <Add Sponsor Here>
- Glennreagh Heartstart
- <Add Other Here>
- 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
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**  
 6.30am Sunday 4 September 2011.

**SCHEDULE 3:**  
 Gnudwoc Park Raceway MVRG, Old Lillypool Rd, South Grafton NSW 2460

**PARTICIPANT DECLARATION**

**CONTRACT TO PARTICIPATE IN THE 2<sup>ND</sup> NORTH COAST OPEN MOTOCROSS WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

1. I 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:
- "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;
  - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - "MA" means Motorcycling Australia Limited;
  - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
  - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - "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:
- 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:
    - that I may be injured, physically or mentally, and may be killed;
    - that my machinery or equipment may be damaged, lost or destroyed;
    - that competitors may ride dangerously or with a lack of skill;
    - that track or event conditions may be hazardous and may vary without warning or predictability;
    - 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;
    - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
    - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
    - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
  - 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;
  - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
  - 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:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
    - that I participate in the meeting at my sole risk and responsibility;
    - that I accept the Venue as it stands with all or any defects hidden or exposed;
    - 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.
  - 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 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**

10. I hereby consent to the collection of my personal information by the South Grafton Ex-Services Motorcycle Club MA and the SCB in connection with my involvement at the Event and the use and

disclosure of my personal information by South Grafton Ex-Services Motorcycle Club 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 South Grafton Ex-Services Motorcycle Club by contacting South Grafton Ex-Services Motorcycle Club at PO Box 451, Grafton NSW 2460 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:

- I ACKNOWLEDGE that:
- 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;
  - 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
  - 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:
- may collect and store any of my information, including obtain my information from third parties including my Carers;
  - 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;
  - 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. IWE being the parents or guardians of the person named beside (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
- I/we have read the whole of this document and understand it;
  - I/we consent to the entrant participating in the Event; AND
  - I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
  - I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.
16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting IWE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if IWE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

**SCHEDULE 1**

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- South Grafton Ex-Services Motorcycle Club
- South Grafton Ex-Services Motorcycle Club
- Clarence Valley Council
- Add Sponsor Here-
- Glenleigh Heartstart
- Add Other Here-
- 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
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**  
6.30am Sunday 4 September 2011.

**SCHEDULE 3:**  
Gnudroc Park Raceway MVRG, Old Lillypool Road, South Grafton NSW 2460

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