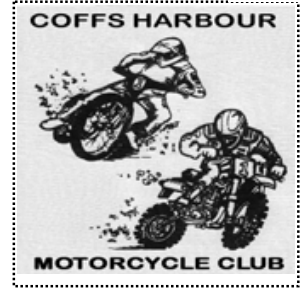




COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
STADIUM MOTOCROSS
ON SATURDAY 22ND JANUARY 2011



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
STADIUM MOTOCROSS	COFFS HARBOUR SHOWGROUND PACIFIC HIGHWAY COFFS HARBOUR	SATURDAY 22 ND JANUARY 2011
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
COFFS HARBOUR MOTORCYCLE CLUB	T.B.A	11/21000
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
DONNA CRAIG	PO BOX 6264 COFFS HARBOUR NSW 2450	DONNA CRAIG 0418242358
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
KEN ROOTS	MICHAEL COLLINS	LEON SAYERS

1. ANNOUNCEMENT:

The Coffs Harbour Motorcycle Club, hereafter called the PROMOTER will conduct Coffs Harbour Stadium Motocross for Junior and Senior riders with a *NATIONAL COMPETITION LICENCE* at the Coffs Harbour Showground on Saturday 22nd January 2011.

2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 11/21000 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 MNSW and any Final Instructions.
- 2.3. Electronic timing will be used for this meeting, this incurs a hire fee of \$20 per bike. As security on return of the transponder, licences will be collected at sign on and returned at the conclusion of the event on return of the transponder. See section 24.2 for replacement cost.
If you own a transponder and are riding a second bike, you will have to hire the second transponder.
- 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 MNSW
- 2.5. **Age Requirements:**
 1. **Junior rider** will be determined by the age the rider is at the 1st January 2011.
 2. **U19's riders** age will be determined by the age of the rider as at the 1st January 2011
 3. **Senior riders** age will be determined by the age of the rider at the commencement of the meeting ie; 22nd January 2011.

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 mail 15th January 2011.
- 3.2 In the case of postponement or abandonment of the meeting, 50% of the entry fee will be retained by the Promoter, if such retention is approved by MNSW.
- 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 WITH A LATE FEE OF \$20 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:**

Senior Advance First/Resuscitation officers Andrew Fowler, Barry Cutler, William Budd and Melissa Forbes. 2 of these officers will be in attendance at all times during the event.

6. **ENTRY FEE:**

- 6.1 **Demos \$30 Juniors \$75 + \$20 transponder fee Extra class \$30 +\$20 transponder fee**
Seniors \$95 +\$20 transponder fee Extra class \$40 +\$20 transponder fee.
LATE ENTRIES WILL INCUR A \$20 LATE FEE
- 6.2 Payment by Cash, 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 **Coffs Harbour Motorcycle Club**
- 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:**

Each entrant will receive a pass for the rider and mechanic, as well as one on-site parking pass. Extra tickets can be pre-purchased only at the time of sending your entry for a discounted fee of Adults \$20 Children \$10 Family \$55

8. **CLASSES OF COMPETITION:**

50cc Div 1 Demo 4-U9Years
50cc Div 2 Auto 7-U9Years
65cc 7-9Years
65cc 10-12Years
85cc2st/150cc4st 9-11Years(Standard Wheel)
85cc2st/150cc4st 12-13Years(Standard & Big Wheel)
85cc2st/150cc4st 14-15Years(Standard & Big Wheel)
100-150cc2st/200-250cc4st 13-14Years
100-150cc2st/200-250cc4st 15Years
Ladies All Powers
U19's - 100-150cc2st/200cc-250cc4st(16-U19 years - age as at 1/1/2011)
Over 35's
C Grade Lites – 100-150cc2st/200-250cc4st
C Grade Opens – 165-500cc2st/255-650cc4st
B Grade Lites – 100-150cc2st/200-250cc4st
B Grade Opens - 165-500cc2st/255-650cc4st
A Grade Lites - 100-150cc2st/200-250cc4st
A Grade Opens - 165-500cc2st/255-650cc4st
Pro Lites – 100-150cc2st/200-250cc4st
Pro Opens - 165-500cc2st/255-650cc4st
Senior Shoot Out (Open to any senior who wishes to be a part of this event with the Top 12 lap times from Round 1 of racing competing in the Shoot Out.)

9. **AWARDS AND PRIZEMONEY:**

50cc Demos 4-U9Years all entrants in this class will receive a trophy
All Junior classes will receive trophies for 1st, 2nd and 3rd

Ladies All Powers, Over 35's, U19's and C Grade classes
1st \$150, 2nd \$100, 3rd \$50

B Grade classes
1st \$200, 2nd \$125, 3rd \$95

A Grade classes
1st \$250, 2nd \$175, 3rd \$130

Pro classes
1st \$1750, 2nd \$1000, 3rd \$500

Senior Shoot Out race prize is an undisclosed amount.



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 12 riders or 6 riders for the Ladies All Powers, with a maximum of 25 riders, unless there are sufficient entries to run heats.
- 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 MNSW approval.

11. RACE FORMAT:

- 11.1 Practice for all classes will be 5 minutes.
Racing for Demos will be 3 sessions of 5 minutes, Junior classes 50cc Div 2 to 85cc2st/150cc4st will be 2 LEGS (4laps) + 1 LEG(5laps), Up to 150cc2st/250cc4st for Juniors, Ladies All Powers, Over 35's, U19's, C Grade and B Grade 2LEGS(5laps)+1LEG(6laps), A Grade 2LEGS(6laps)+1LEG(8laps) and Pro classes 2LEGS(7laps)+1LEG(10laps)
- 11.2 Scoring will be as per GCR's. ie 25 points will be allocated to the overall 1st place at the end of each meeting, 22 pts for 2nd place, 20 pts for 3rd place, 18 points for 4th place, 16 points for 5th place, etc, to be accumulated over the *THREE* rounds of racing, with the exception of classes with heats. Refer to 11.1
In the case of heats, the class will be run over 2 rounds of racing with the top 25 riders proceeding direct to one finals race, with the next 25 riders proceeding to a consolation finals race.
- 11.3 Results will remain "Provisional" until ratified and confirmed by MNSW.
- 11.4 Time permitting, there will be a Shoot Out race with the top 12 lap times from Round 1 of racing, for **any** senior rider who wishes to be a part of the Shoot Out

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 will be at the discretion of the Clerk of the Course and must be notified in writing to the Clerk of the Course at least 10 minutes before the next race.
- 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 Rule 12.8.8 and will be checked at Scrutineering
- 12.6 Back riding numbers must be worn and will be checked at scrutineering

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the Coffs Harbour Motorcycle Club's discretion.
- 13.2 All Number Plates on all Machines MUST comply with the GCR's.
- 13.3 Those riders entering with a NSW registered rider number will be given precedence over any interstate registered rider number.
- 13.4 **BACK NUMBERS MUST BE WORN BY ALL RIDERS.**

14. GRID POSITIONS:

All grid positions will be done by a peg draw at the beginning of each race.

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/parent/guardian as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:

By order of MNSW, 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.

18. TIMETABLE:



GATES OPEN 7.00a.m
SIGN ON AND SCRUTINEERING FOR **JUNIORS** 8.00a.m concludes 9.30a.m
RIDERS BRIEFING FOR JUNIORS 9.45a.m
PRACTICE FOR JUNIORS 10.00a.m
SIGN ON AND SCRUTINEERING FOR **SENIORS** 10.30a.m concludes 11.45a.m
RIDERS BRIEFING 12p.m
PRACTICE FOR SENIORS WILL BE DURING ROUND 2 OF RACING FOR JUNIORS AROUND 12.15p.m
PRESENTATION FOR JUNIORS AT THE CONCLUSION OF ROUND 2 SENIOR RACING
SHOOT OUT
NIGHT RACING 7.30p.m

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 8.00a.m with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

Man-made Motocross style track, loan soil Lap length TBA Direction of racing anti-clockwise.

20. STARTS:

Starts will be by backward falling self penalising gates.

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 gates will drop.

21. RACING:

Practice for all classes will be 5 minutes, with the first lap under FULL YELLOW FLAG, NO PASSING OR JUMPING.

Racing refer to Point 11 Race Format

22. NOISE:

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

ALL RACING TO CONCLUDE AT 10P.M

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:

PRESENTATION	There will be a presentation of the Junior trophies at the conclusion of Round 2 of senior racing Certificates for seniors will be presented at the conclusion of racing with Prize money being sent when points have been ratified by MNSW
FACILITIES	Canteen, Toilets, Showers and Camping (SEE 24.1)
ADMISSION CHARGES	Adults \$25 Children 5-15 Years \$15 Children Under 5 Years FREE Family 2 Adults 2 Children \$60 PRE PURCHASE THESE TICKETS WHEN YOU SEND YOUR ENTRY FOR THE DISCOUNTED PRICE OF ADULTS \$20 CHILDREN \$10 FAMILY \$50
ON SITE PARKING	Extra on-site parking will be available at the cost of \$5-00 per car.

24.1 CAMPING IS PERMITTED AT THE COST OF \$35 PER VEHICLE (this fee is a fee charged by the Showground trust itself) AND NEEDS TO BE BOOKED AND PAID FOR PRIOR TO THE EVENT. FOR FURTHER DETAILS PLEASE EMAIL DONNA ON jtracing@bigpond.com
PLEASE NOTE THAT ENTRY FOR CAMPING WILL NOT BE PERMITTED AFTER 10.00PM ON THE FRIDAY NIGHT.

24.2 **COST OF REPLACING A LOST OR STOLEN TRANSPONDER IS \$655 PLUS POSTAGE AND INSURANCE**



**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, [relevant SCB], [relevant promoter], [relevant land controller], [relevant sponsor(s)]



COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
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ON SATURDAY 22ND JANUARY 2011



ENTRY FORM

Entrant: MA Lic. No: MA Lic. Expiry Date

Rider's Surname: Rider's First Name:

MA Lic. No: MA Lic. Expiry Date:

Address:

Post Code: Club: Date of Birth:

Grade: Registered Competition No: If Not Registered, Preferred No:

Phone: (Home) (Mobile).....

EMAIL ADDRESS:(CLEARLY)

Demo \$30 Juniors \$75 +\$20 Transponder X-class \$30 +\$20 Transponder

Seniors \$95 +\$20 Transponder X-Class \$40 +\$20 Transponder

CLASSES	MACHINE	CAPACITY	AGE @ 1/1/2011	ENTRY FEE
50CC DEMO 4-U9YEARS DIV 1				
50CC DIV 2 AUTO 7-U9YEARS				
65CC 7-9YEARS				
65CC 10-12YEARS				
85CC2ST/150CC4ST 9-11YEARS				
85CC2ST/150CC4ST 12-13YEARS				
85CC2ST/150CC4ST 14-15YEARS				
100-150CC2ST/200-250CC4ST 13-14YEARS				
100-150CC2ST/200-250CC4ST 15YEARS				
LADIES ALL POWERS				
OVER 35's				
U 19's				
C GRADE LITES 100-150CC2ST/200-250CC4ST				
C GRADE OPEN 165-500cc2st/255-650cc4st				
B GRADE LITES 100-150CC2ST/200-250CC4ST				
B GRADE OPEN 165-500cc2st/255-650cc4st				
A GRADE LITES 100-150CC2ST/200-250CC4ST				
A GRADE OPEN 165-500cc2st/255-650cc4st				
PRO LITES 100-150CC2ST/200-250CC4ST				
PRO OPEN 165-500cc2st/255-650cc4st				
TRANSPONDER FEE \$20 PER BIKE				

ENTRY FEES: **TOTAL PAYABLE = \$.....**

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 MNSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

POST ENTRY TO: CHMCC C/- DONNA CRAIG PO BOX 6264 COFFS HARBOUR NSW 2450

RIDERS 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

CONTRACT TO PARTICIPATE IN THE COFFS HARBOUR STADIUM MOTOCROSS

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

1. I THE UNDERSIGNED (see below):

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 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 Coffs Harbour Motorcycle Club MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Coffs Harbour 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 Coffs Harbour Motorcycle Club by contacting Coffs Harbour Motorcycle Club at PO Box 1354 Coffs Harbour NSW 2450 or MNSW 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 Act is intended to protect my personal information;
 - ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
 - b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;

- iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

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 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:**

PASSENGER (PRINT): X.....

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

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/W/E X 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/W/E 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:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Coffs Harbour Motorcycle Club
- 5) Coffs Harbour Showground
- 6) Coffs Harbour Showground Trust
- 7) N/A
- 8) Senior Advance First Aid Officers
- 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:
 Coffs Harbour Stadium Motocross 7.00a.m

SCHEDULE 3:
 Coffs Harbour Showground
 123 Pacific Highway
 Coffs Harbour



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE Coffs Harbour Stadium Motocross
WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

1. I 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) I 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 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 Coffs Harbour Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

my personal information by Coffs Harbour 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 Coffs Harbour Motorcycle Club by contacting Coffs Harbour Motorcycle Club at PO Box 1354 Coffs Harbour NSW 2450 or MNSW 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 Act is intended to protect my personal information;
 - ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
 - b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
 - c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

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:
 - 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 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

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Coffs Harbour Motorcycle Club
- 5) Coffs Harbour Showground
- 6) Coffs Harbour Showground GTrust
- 7) <Add Sponsor Here>
- 8) Senior Advance First Aid Officers
- 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:

Coffs Harbour Stadium Motocross Saturday 22nd 7.30am

SCHEDULE 3:

Coffs Harbour Showground 123 Pacific Highway Coffs Harbour

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