



COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
DIRT TRACK CLUB DAY RD 1
ON 25/5/2014



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME:</u>	<u>VENUE:</u>	<u>DATE:</u>
DIRT TRACK CLUB DAY RD 1	COFFS CITY RACEWAY MVRG PHIL HAWTHORN DRIVE COFFS HARBOUR NSW 2450	SUNDAY 25/5/2014
<u>PROMOTER:</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
COFFS HARBOUR MOTORCYCLE CLUB	18171, 18172, 18173d	2/14/51292
<u>RACE SECRETARY:</u>	<u>ADDRESS:</u>	<u>CONTACT No.</u>
ELISHA BULLEN	PO Box 1354 COFFS HARBOUR NSW2450	0431030782
<u>CLERK OF THE COURSE:</u>	<u>SCRUTINEER:</u>	<u>STEWARD:</u>
DAVID FORBES	JASON BRIGGENSHAW	TBA

1. **ANNOUNCEMENT:**

The *Coffs Harbour Motorcycle Club*, hereafter called the PROMOTER will conduct *Club Day Round 1* for *Dirt track* for quads, seniors, juniors and nippers at the *Coffs City Raceway*, on *Sunday 25th May 2014*.

2. **JURISDICTION:**

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 2/14/51292 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.

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 at 8:30am sharp on the morning of the event.
- 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 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 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 officers will be on sight from the beginning of the day until all races conclude.
- 6. ENTRY FEE:**
- 6.1 JNR \$20, SNR \$30, EXTRA CLASS \$10 DAY LICENSE \$60,
 - 6.2 Payment by CASH OR CHEQUE only. **ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
 - 6.3 Cheques are to be made payable to the *Coffs Harbour Motorcycle Club.*
- 7. ENTRY PASSES:**
 N/A
- 8. CLASSES OF COMPETITION:**
- JUNIOR CLASSES**
4-U9yrs Demo and Div 1 50cc
7-U9yrs Div 2 50cc
7-U10yrs 65cc
10-U13yrs 65cc
9-U13yrs 85cc 2st/150cc 4st STD WHL
11-U13yrs 85cc 2st/150cc 4st BIG WHL
13-U16yrs 85cc 2st/150cc 4st STD WHL
13-U16yrs 85cc 2st/150cc 4st BIG WHL
13-U16yrs 100/150cc 2st
13-U16yrs 200/250 4st
- SENIOR CLASSES**
Senior girls
Up to 150cc 2st/250cc 4st
250cc 2st/255cc 4st and over
Over 35yrs
Pre 85 models
Open all powers
Quads
Social class
- 9. AWARDS AND PRIZEMONEY:**
All demo riders to receive medallion of equal value. 1st, 2nd and 3rd in all other classes will receive a club medallion.
- 10. ENTRIES TO CONSTITUTE A CLASS:**
- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be *6 or more competitors.*
 - 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 *.Demo riders will have a timed 5 min on the track during the practice round, then 3 rounds of 5 min. All other classes will have a 3 lap practice round followed by 3 rounds of competition consisting of 5 laps. In a class that has more than 12 competitors heats will be run. Scoring will be done over 3 rounds except in the case of heat run classes that will have a final run at the end of round 3 consisting of the top 12 riders on points from the previous 3 rounds.*
 - 11.2 **Series:** 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 5 rounds, with the maximum possible being 125 points achieved per class for the Series.

11.2 Results will remain “Provisional” until ratified and confirmed by the race secretary.

12. MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCR’s for *Dirt track* Competition.
- 12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3 *Any change of machine during the course of the meeting other than that of which you have entered must be brought to the attn of the clerk of the course prior to your race. The ability to swap machines will be at the discretion of the Clerk of the course.*
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.
- 12.5 quads must run a closed block patterned tyre, non aggressive.
- 12.6 Tyres. Motocross front tyres can be run on all machines but bikes over 125cc 2st/250cc 4st must run an appropriate trials rear tyre.
- 12.7 Back protectors are compulsory as per GCR 20.1.2

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 MCC* discretion.
- 13.2 All Number Plates on all Machines MUST comply with the GCR’s.

14. GRID POSITIONS:

Start grid consists of 12 grid positions chosen by the riders in the order that they arrive at the start line. Where in the case of finals being run gates will be chosen by the highest point scorer over the 3 rounds first then consecutive positions etc.

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 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:

SIGN ON FROM 7:00AM TO 8:30AM

SCRUITNEERING 7:15AM TO 8:45AM

RIDERS BRIEFING AT 9:30AM

PRACTICE STARTS AT 10:00AM

RACING TO FOLLOW IMMEDIATELY AFTER PRACTICE

No entries will be taken after 8:30am sharp.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **7:00 AM** with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

Approx 780m of loose granite surface raced in an anti clockwise direction.

20. STARTS:

Start grid consists of 12 individual solid backward falling gates.

A 15 Second Board will be displayed to all riders followed by a 5 second board. After the 5 sec board the dropping of the gates is at the discretion of the starter.

21. RACING:

Each competition class will receive 3 laps for practice Followed by 3 rounds of competition as follows. 50cc div 2, 13-u16yrs 100/150cc 2st and 13-u16yrs200/250cc 4st each will have 3 competition rounds consisting of 5 laps. All other junior classes will have 3 competition rounds consisting of 4 laps. All senior classes will have 3 competition rounds

consisting of 5 laps except in the case of Up to 150cc 2st/250cc 4st, 250cc 2st/255cc 4st and over and open all powers where the last round will consist of 8 laps. If in any of the 3 above mentioned classes there are more than 12 riders causing heats to be run, rd 3 will consist of 5 laps and the final with the top scoring 12 riders will be run over 8 laps. Demo riders will be given a timed 5 min in practice and in each of the 3 rounds.

22. NOISE:

All machines must comply with the requirements of the GCR's and the Track Licence.
NO MACHINE IS TO BE STARTED BEFORE 10AM

23. PAYG WITHOUT HOLDING:

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 46.5% 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 moneys paid to you.

24. SPECIAL NOTES AND WARNINGS:

24.1 Presentation will be conducted at the conclusion of the meeting, only after scoring and place getters have been finalised by the race secretary.

24.2 Facilities: Coffs Harbour motorcycle club has canteen and toilet facilities including disabled toilet and shower on site.

24.3 Tyres: Motorcross front tyres can be run on the front of the machine but all machines over 125cc 2st/250 4st must run the appropriate soft knobby trials tyre on the rear.

24.4 Admission Charges N/A

24.5 Absolutely no riding of machines is allowed in the pit or car park area.

24.6 Quads must run a closed block patterned tyre, non aggressive.

24.7 Enclosed shoes are to be worn in the pit area at all times.

**BACK PROTECTION IS COMPULSORY AS PER GCR'S
ABSOLUTELY NO RIDING IS PERMITTED IN THE PIT AREA.**



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



COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
DIRT TRACK CLUB ROUND 1
ON 25/5/2014



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: Grade:

If under 18 years – Date of Birth:

Registered Competition No: If Not Registered, Preferred No:

Telephone: (Home) (Work) (Mobile)

Passenger's Surname: Passenger's First Name:

MA Lic. No: MA Lic. Expiry Date:

Address:

Post Code: Club: Grade:

If under 18 years – Date of Birth:

Registered Competition No: If Not Registered, Preferred No:

(Home) (Work) (Mobile)

CLASSES	MACHINE	CAPACITY	AGE
4-U9yrs div 1 (demo) 50cc			
7-u9yrs div 2 50cc			
7-u10yrs 65cc			
10-u13yrs 65cc			
9-u13yrs 85cc2st/150cc4st std whl			
11-u13yrs 85cc2st/150cc 4st big whl			
13-u16yrs 85cc2st/150cc 4st std whl			
13-u16 yrs 85cc2st4ST big whl /150cc			
senior girls			
up to 150cc 2st/250cc 4st			
250cc 2st/255cc 4st and over			
over 35yrs			
pre 85 model			
open all powers			
quads			
SOCIAL CLASS			

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.

ENTRY FEES: JNR \$20, SNR \$30, EXTRA CLASS \$10, DAY LICENSE \$60 **TOTAL PAYABLE = \$.....**

BRING ENTRY ON THE DAY TO SIGN ON RACE SECRETARY ELISHA BULLEN

_____ 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

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:
 - 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:

CONTRACT TO PARTICIPATE IN THE Coffs Harbour Motorcycle Club Dirt track Rd 1

- 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.

- 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/WE 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/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.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Coffs Harbour Motorcycle Club

- 5) 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
- 6) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Round 1 dirt track 25/5/14

SCHEDULE 3:

Coffs City Raceway MVRG

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE Coffs Harbour Motorcycle Club dirt track club day round 1

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) "Indemitees" 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 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 Indemitees 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 Indemitees.

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 Indemitees 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 Indemitees, 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 Indemitees 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 Indemitees 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 Indemitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemitees 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 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. 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 Indemitees 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) Coffs Harbour Motorcycle Club
- 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:

Coffs Harbour Motorcycle club dirt track rd 1 25/05/14

SCHEDULE 3:

Coffscityraceway

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