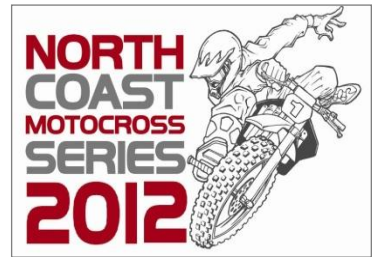




HASTINGS VALLEY MOTORCYCLE CLUB  
 SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB  
 MACLEAN DIRT BIKE CLUB  
 COFFS HARBOUR MOTORCYCLE CLUB  
 WILL CONDUCT  
**2012 NORTH COAST MOTOCROSS SERIES**  
 ON 4<sup>TH</sup>/5<sup>TH</sup> FEBRUARY, 10<sup>TH</sup>/11<sup>TH</sup> MARCH,  
 21<sup>ST</sup>/22<sup>ND</sup> APRIL, 5<sup>TH</sup>/6<sup>TH</sup> MAY 2012



## SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2012 NORTH COAST MOTOCROSS SERIES	RD 1 HASTINGS VALLEY MOTORCYCLE RACEWAY RD 2 GNUDWOC PARK RACEWAY MVRG RD 3 MACLEAN MOTORCYCLE PARK MVRG RD 4 COFFS CITY RACEWAY MVRG	4 <sup>TH</sup> /5 <sup>TH</sup> FEBRUARY 2012 10 <sup>TH</sup> /11 <sup>TH</sup> MARCH 2012 21 <sup>ST</sup> /22 <sup>ND</sup> APRIL 2012 5 <sup>TH</sup> /6 <sup>TH</sup> MAY 2012
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
HASTINGS VALLEY MOTORCYCLE CLUB SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB MACLEAN DIRT BIKE CLUB COFFS HARBOUR MOTORCYCLE CLUB	16208, 16209, 16210, 16211, 16212, 16213, 16214, 16215D 16147, 16148, 16149D 16291, 16292, 16293D 16191, 16192, 16193D	12/31002 12/31003 12/31004 12/31005

<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
KRISTINE BIGNELL NARELLE RANKIN DONNA CRAIG DONNA CRAIG	PO BOX 875 PORT MACQUARIE NSW 2444 105 ALICE STREET GRAFTON NSW 2460 30 JERSEY DRIVE CASINO NSW 2470 PO BOX 6264 COFFS HARBOUR NSW 2450	0418 110 014 02 6642 5977 0429 047 309 0418 242 358 (AFTER SCHOOL HOURS ONLY)

<u>SCRUTINEER</u>	<u>CLERK OF THE COURSE</u>	<u>STEWARD</u>
DAVID BYRON MICHAEL COLLINS MICHAEL COLLINS DAVID FORBES	KEITH RAMSAY BRUCE RANKIN KEN ROOTS KEITH RAMSAY	DARRELL SKINNER

### 1. ANNOUNCEMENT:

The Hastings Valley Motorcycle Club, South Grafton Ex-Services Motorcycle Club, Maclean Dirt Bike Club and Coffs Harbour Motorcycle Club, hereafter called the PROMOTER will conduct *2012 North Coast Motocross Series* for *Junior and Senior riders with a NATIONAL COMPETITION LICENCE* at Hastings Valley Motorcycle Raceway on 4<sup>th</sup>/5<sup>th</sup> February 2012, Gnudwoc Park Raceway MVRG on 10<sup>th</sup>/11<sup>th</sup> March 2012, Maclean Motorcycle Park MVRG on 21<sup>st</sup>/22<sup>nd</sup> April 2012 and Coffs City Raceway MVRG on 5<sup>th</sup>/6<sup>th</sup> May 2012.

### 2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 12/31002, 12/31003, 12/31004, 12/31005 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. **Age Requirements:**
  1. **Junior Rider** will be determined by the age of the rider as at the 1<sup>st</sup> January 2012.
  2. **U19's** will be determined by the age of the rider as at the 1<sup>st</sup> January 2012.
  3. **Over 35's** will be determined by the age of the rider at the commencement of the Series ie: 4<sup>th</sup> February 2012
- 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.

**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  
Round 1 Wednesday 25<sup>th</sup> January 2012  
Round 2 Wednesday 29<sup>th</sup> February 2012  
Round 3 Wednesday 11<sup>th</sup> April 2012  
Round 4 Wednesday 25<sup>th</sup> April 2012
- 3.2 In the case of postponement or abandonment of the meeting, all or any part 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 There will be no heats.
- 3.5 Senior riders entering on a 250cc 2st bike, may only choose to enter one class on this bike (ie- C Grade Lites OR C Grade Opens), and the class that the rider chooses to ride at Round 1 is to remain the same for the entire series.
- 3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED WITH A LATE FEE OF \$25 PER RIDER 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:**

There will be sufficient medical services in attendance at all rounds in accordance to MNSW requirements.  
Rd 1 Ryan Rosenbaum and Erica Walker Rd 2 and 3 Glenreagh Heart Start, Rd 4 Andrew Fowler.

**6. ENTRY FEE:**

- 6.1 Demos \$40  
Juniors \$50 extra class \$25  
Seniors \$70 extra class \$40  
North Coast Champion race \$30
- ENTRIES POST DATED AFTER THE CLOSING DATE WILL INCUR A \$25 LATE ENTRY FEE PER RIDER.**
- 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:  
Round 1 Hastings Valley Motorcycle Club  
Round 2 South Grafton Ex-Services Motorcycle Club  
Round 3 Maclean Dirt Bike Club  
Round 4 Coffs Harbour Motorcycle Club
  - 6.4 A STAMP SELF ADDRESSED ENVELOPE MUST BE INCLUDED TO ENSURE FINAL INSTRUCTIONS.  
Final Instructions will be posted on each clubs website.
  - 6.6 **REFUND POLICY**  
Refunds will only be given to those who notify the appropriate race secretary, by means of email or SMS, (refer below Point 24 for details) the Friday before the race meeting, LESS a \$10 administration cost, unless a medical certificate is supplied.

**7. ENTRY PASSES: Not required**



**8. CLASSES OF COMPETITION:**

**SATURDAY**

- 4-U9 Years 50cc Demonstration (Division 1 only)
- 7-U9 Years 50cc Auto (Division 2)
- 7-9 Years 65cc
- 10-12 Years 65cc
- 9-11 Years 85cc2st/150cc4st Standard Wheel
- 12-13 Years 85cc2st/150cc4st Standard Wheel/Big Wheel
- 14-15 Years 85cc2st/150cc4st Standard Wheel/Big Wheel
- 13-14 Years 100-150cc2st/200-250cc4st
- 15 Years 100-150cc2st/200-250cc4st

**SUNDAY**

- U19's C Grade Lites Up to 250cc(2 or 4 Stroke) (250cc 2 Stroke **permitted to ride 1 class only**)
- Senior Lites C Grade Up to 250cc (2 or 4 Stroke) (Over 19's 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 Lites B Grade Up to 250cc (2 or 4 Stroke)
- Senior Open B Grade 255cc and Over 4 Stroke/250cc and Over 2 Stroke (250cc 2 Stroke **permitted to ride 1 class only**)
- Senior Lites A Grade Up to 250cc (2 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**)
- Over 35's
- Ladies All Powers
- North Coast Champion All Powers

**9. AWARDS AND PRIZE MONEY:**

- All Nippers will receive a ribbon and participation award
- Riders in each junior class will receive ribbons and awards for 1st, 2nd, 3rd
- Riders in each Senior class (except North Coast Champion race) will receive 50% BP fuel voucher and 50% cash to the value of 1st-\$150, 2nd-\$100, 3rd-\$50
- North Coast Champion race at each round will receive a voucher to the value of \$250 for 1st place only.
- Series trophies will be awarded to all Nippers who have completed 3 rounds of the Series
- Series trophies will be awarded to all Junior classes for 1st back to 10th place for riders who have completed 3 rounds of the series.
- Series trophies will be awarded to all Senior classes (except for the North Coast Champion race) for 1st, 2nd, 3rd place for riders who have completed 3 rounds of the series
- The Series trophy for the winner of North Coast Champion race will be awarded to the highest placed rider to have completed all 4 rounds of the Series.

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

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be:
  - Juniors 10 riders
  - Seniors 10 riders **except**
  - Ladies All Powers shall be 6 riders
- 10.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to MNSW approval.
- 10.3 If there are less than the minimum number of riders in any of the senior classes the decision to decrease the prize money to fuel vouchers only will be at the discretion of the Promoter, subject to MNSW approval.



**11. RACE FORMAT:**

- 11.1 Junior classes will be conducted over 3 rounds of competition with a minimum of 3 laps.  
Senior classes of U19's, C Grade Lites and Opens, Ladies and Over 35's will be conducted over 3 rounds of competition with a minimum of 4 laps.  
**A & B Grade will be conducted over 2 rounds of 2 back to back 10 minute plus 1 lap motos. i.e. Race 2 will commence 5 minutes after the 1<sup>st</sup> bike comes over the finish line. Each rider is to return to the original gate pick**  
**The North Coast Champion ALL POWERS RACE will consist of 2 back to back 5 lap races to be held at the conclusion of all other racing. i.e. Race 1 will be 5 laps and then race 2 will commence 5 minutes after the 1st bike comes over the finish line. Each rider is to return to the original gate pick**
- 11.2 **Series:** Scoring will be as per GCR's. ie 25 points 1st place, 22 pts for 2nd place, 20 pts for 3rd place, 18 points for 4th place, 16 points for 5th place etc, back to 1 point for 20th only, to be accumulated over the Three rounds. Total points earned at each round will be carried forward for the end of the series points, i.e 3 x 1st will give you 75 points towards the series. Points for the A and B Grade and the North Coast Champion race will be given to each individual moto finished. The maximum points accumulated for each day would not exceed 75 points.
- 11.3 Practice for the juniors will be 3 laps for each class of competition  
Practice for the seniors will consist of 5 laps per bike.  
All practice sessions for the first lap will be conducted under a YELLOW FLAG. NO JUMPING OR OVERTAKING
- 11.5 The Promoter reserves the right to alter the race format where necessary, with the approval of the MNSW appointed Steward at the meeting.
- 11.6 Results will remain "Provisional" until ratified and confirmed by MNSW

**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 Back riding numbers must be worn by all riders 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 *promoters* discretion.  
13.2 Those riders entering with a MNSW registered rider number will be given precedence over any interstate registered rider number.  
13.3 **BACK NUMBERS MUST BE WORN BY ALL RIDERS.**  
13.4 All Number Plates on all Machines **MUST** comply with the GCR's.

**14. GRID POSITIONS:**

All grid positions will be determined 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.

**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 AND SCRUTINEERING STARTS AT 7.00AM CONCLUDES AT 8.15AM SHARP  
RIDERS BRIEFING AT 8.30AM  
PRACTICE AT 9.00AM  
RACING IMMEDIATELY AFTER PRACTICE

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **7.00am** with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.



**19. CIRCUIT DESCRIPTION:**

All tracks are man-made Motocross designed circuits.

**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:**

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:**

**FLAG MARSHALLS**

**You can choose to flag 1 round of racing or pay the flag marshal fee of \$20 for the first rider and \$5-00 for each family rider after that. Any senior rider who is unable to supply a flag marshal CANNOT choose to flag themselves, they will have to pay the fee.**

Presentations:

There will be presentation at the conclusion of the junior racing on the Saturday.

Seniors fuel vouchers and prize money will be 30 minutes after the last race.

End of Series trophies will be presented at the conclusion of the last round after presentation for the day's results.

Facilities:

Canteen and toilets refer to each clubs website for further information

Camping:

Refer to each clubs website for further information

Tyres:

Refer to GCR

REFUND POLICY

Refunds will only be given to anyone who notifies the club by a means of email or SMS (refer below for details) by the Friday before the race meeting, LESS a \$10 administration cost, unless a medical certificate is supplied.

**WEBSITES AND CONTACT DETAILS FOR EACH ROUND**

**Round 1-Hastings Valley Motorcycle Club** - [www.hvmcc.com.au](http://www.hvmcc.com.au)

Email: [race-secretary@hvmcc.com.au](mailto:race-secretary@hvmcc.com.au) SMS 0414239197

**Round 2-South Grafton Ex-Services Motorcycle Club** - [www.sgemcc.com.au](http://www.sgemcc.com.au)

Email : [naelle\\_rankin@bigpond.com](mailto:naelle_rankin@bigpond.com) SMS 0416164259

**Round 3-Maclean Dirt Bike Club** - [www.macleandirtbikeclub.com.au](http://www.macleandirtbikeclub.com.au)

Email: [secretary@macleandirtbikeclub.com.au](mailto:secretary@macleandirtbikeclub.com.au) SMS 0429 047 309

**Round 4-Coffs Harbour Motorcycle Club** - [www.coffsharbourmotorcycleclub.com](http://www.coffsharbourmotorcycleclub.com)

Email: [jtracing@bigpond.com](mailto:jtracing@bigpond.com) SMS 0418242358



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)]



**HASTINGS VALLEY MOTORCYCLE CLUB  
WILL CONDUCT  
ROUND 1 NORTH COAST MOTOCROSS SERIES  
ON SATURDAY 4<sup>TH</sup>/SUNDAY 5<sup>TH</sup> FEBRUARY 2012  
ENTRY FORM**



Entrant/Sponsor: ..... 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: .....

Date of Birth @ 1/1/2012: ..... Registered Competition No: ..... If not Registered Preferred Number.....

Telephone: (Home) ..... (Work) ..... (Mobile).....

**EMAIL** (please write clearly) .....

**ENTRY FEE** Demos-\$40 Juniors-\$50 X-Class-\$25 Seniors-\$70 X-Class-\$40 North Coast Champion-\$30

CLASSES	MACHINE	CAPACITY	AGE	ENTRY FEE
50CC AUTO DIV 1 4-U9 YEARS DEMO				
50CC AUTO DIV 2 7-U9 YEARS				
65CC 7-9 YEARS				
65CC 10-12 YEARS				
85CC2ST/150CC4ST 9-11 YEARS (STD WHEEL)				
85CC2ST/150CC4ST 12-13YEARS(STD/BIG WHEEL)				
85CC2ST/150CC4ST 14-15 YEARS(STD/BIG WHEEL)				
UP TO 150CC2ST/250CC4ST 13-14 YEARS				
UP TO 150CC2ST/250CC4ST 15 YEARS				
LADIES ALL POWERS				
OVER 35's				
U19's C GRADE LITES ONLY(UP TO 250CC2ST AND 250CC4ST)				
C GRADE LITES(UP TO 250CC2ST/250CC4ST)(OVER 19's ONLY)				
C GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
B GRADE LITES(UP TO 250CC2ST AND 250CC4ST)				
B GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
A LITES(UP TO 250CC2ST AND 250CC4ST)				
A OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
NORTH COAST CHAMPION				
LATE ENTRY \$25				
FLAG MARSHAL FEE \$20-1 <sup>ST</sup> FAMILY RIDER/\$5-EACH ADDITIONAL				
OR FLAG MARSHAL NAME				

**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:** RACE SECRETARY HVMCC **ENTRIES CLOSE 25<sup>TH</sup> JANUARY 2012**  
PO Box 875 PORT MACQUARIE NSW 2444

.....  
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 ROUND 1 NORTH COAST MOTOCROSS SERIES**

**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:
    - 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 Hastings Valley Motorcycle Club MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Hastings Valley 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 Hastings Valley Motorcycle Club by contacting Hastings Valley Motorcycle Club at PO Box 875 Port Macquarie NSW 2444 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: .....

**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) Hastings Valley Motorcycle Club
- 5) Hastings Valley Motorcycle Club
- 6) Hastings Valley Council
- 7) <Add Sponsor Here>
- 8) Ryan Rosenbaum and Erica Walker
- 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:**

Saturday 4 February 2012 6.30am  
Sunday 5 February 2012 6.30am

**SCHEDULE 3:**

Hastings Valley Motorcycle Raceway MVRG 170 Pacific Highway  
Port Macquarie NSW 2444



**SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB  
WILL CONDUCT  
ROUND 2 NORTH COAST MOTOCROSS SERIES  
ON SATURDAY 10TH/SUNDAY 11<sup>TH</sup> MARCH 2012  
ENTRY FORM**



Entrant/Sponsor: ..... 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: .....

Date of Birth @ 1/1/2012:.....Registered Competition No:.....If not Registered Preferred Number.....

Telephone: (Home) ..... (Work) ..... (Mobile).....

EMAIL (please write clearly) .....

**ENTRY FEE Demos-\$40 Juniors-\$50 X-Class-\$25 Seniors-\$70 X-Class-\$40 North Coast Champion-\$30**

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>	<i>ENTRY FEE</i>
50CC AUTO DIV 1 4-U9 YEARS DEMO				
50CC AUTO DIV 2 7-U9 YEARS				
65CC 7-9 YEARS				
65CC 10-12 YEARS				
85CC2ST/150CC4ST 9-11 YEARS (STD WHEEL)				
85CC2ST/150CC4ST 12-13 YEARS(STD/BIG WHEEL)				
85CC2ST/150CC4ST 14-15 YEARS(STD/BIG WHEEL)				
UP TO 150CC2ST/250CC4ST 13-14 YEARS				
UP TO 150CC2ST/250CC4ST 15 YEARS				
LADIES ALL POWERS				
OVER 35's				
U19's C GRADE LITES ONLY(UP TO 250CC2ST AND 250CC4ST)				
C GRADE LITES(UP TO 250CC2ST/250CC4ST)(OVER 19's ONLY)				
C GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
B GRADE LITES(UP TO 250CC2ST AND 250CC4ST)				
B GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
A LITES(UP TO 250CC2ST AND 250CC4ST)				
A OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
<b>LATE ENTRY \$25</b>				
<b>FLAG MARSHAL FEE \$20-1<sup>ST</sup> FAMILY RIDER/\$5-EACH ADDITIONAL</b>				
<b>OR FLAG MARSHAL NAME</b>				

**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:** RACE SECRETARY SGEMCC  
105 ALICE STREET GRAFTON NSW 2460

**ENTRIES CLOSE 29<sup>TH</sup> FEBRUARY 2012**

\_\_\_\_\_  
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 ROUND 2 NORTH COAST MOTOCROSS SERIES**

**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:
    - 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 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 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; 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: .....

**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) South Grafton Ex-Services Motorcycle Club
- 5) South Grafton Ex-Services Motorcycle Club
- 6) Clarence Valley Council
- 7) <Add Sponsor Here>
- 8) Glenreagh Heart Start
- 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:**

- Saturday 10th March 2012 6.30am
- Sunday 11th March 2012 6.30am

**SCHEDULE 3:**

Gnudwoc Park Raceway MVRG Lillypool Road  
 South Grafton NSW 2460



**MACLEAN DIRT BIKE CLUB  
WILL CONDUCT  
ROUND 3 NORTH COAST MOTOCROSS SERIES  
ON SATURDAY 21<sup>ST</sup> APRIL/SUNDAY 22<sup>ND</sup> APRIL 2012  
ENTRY FORM**



Entrant/Sponsor: ..... 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: .....

Date of Birth @ 1/1/2012: ..... Registered Competition No:..... If not Registered Preferred Number.....

Telephone: (Home) ..... (Work) ..... (Mobile).....

**EMAIL** (please write clearly) .....

**ENTRY FEE** Demos-\$40 Juniors-\$50 X-Class-\$25 Seniors-\$70 X-Class-\$40 North Coast Champion-\$30

CLASSES	MACHINE	CAPACITY	AGE	ENTRY FEE
50CC AUTO DIV 1 4-U9 YEARS DEMO				
50CC AUTO DIV 2 7-U9 YEARS				
65CC 7-9 YEARS				
65CC 10-12 YEARS				
85CC2ST/150CC4ST 9-11 YEARS (STD WHEEL)				
85CC2ST/150CC4ST 12-13 YEARS (STD/BIG WHEEL)				
85CC2ST/150CC4ST 14-15 YEARS (STD/BIG WHEEL)				
UP TO 150CC2ST/250CC4ST 13-14 YEARS				
UP TO 150CC2ST/250CC4ST 15 YEARS				
LADIES ALL POWERS				
OVER 35's				
U19's C GRADE LITES ONLY (UP TO 250CC2ST AND 250CC4ST)				
C GRADE LITES (UP TO 250CC2ST AND 250CC4ST) (OVER 19's ONLY)				
C GRADE OPENS (250CC2ST AND OVER/255CC4ST AND OVER)				
B GRADE LITES (UP TO 250CC2ST AND 250CC4ST)				
B GRADE OPENS (250CC2ST AND OVER/255CC4ST AND OVER)				
A LITES (UP TO 250CC2ST AND 250CC4ST)				
A OPENS (250CC2ST AND OVER/255CC4ST AND OVER)				
<b>LATE ENTRY \$25</b>				
<b>FLAG MARSHAL FEE \$20-1<sup>ST</sup> FAMILY RIDER/\$5-EACH ADDITIONAL</b>				
<b>OR FLAG MARSHAL NAME</b>				

**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:** RACE SECRETARY MDBC **ENTRIES CLOSE 11<sup>TH</sup> APRIL 2012**  
30 JERSEY DRIVE CASINO NSW 2470

..... 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 ROUND 3 NORTH COAST MOTOCROSS SERIES**

**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:

- 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 **Maclean Dirt Bike Club**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Maclean Dirt Bike 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 **Maclean Dirt Bike Club** by contacting **Maclean Dirt Bike Club at PO Box 475 Maclean NSW 2463** 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: .....

**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) Maclean Dirt Bike Club
- 5) Maclean Dirt Bike Club
- 6) Clarence Valley Council
- 7) <Add Sponsor Here>
- 8) Glenreagh Heart Start
- 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:**

Saturday 21 April 2012 6.30am  
 Sunday 22 April 2012 6.30am

**SCHEDULE 3:**

Maclean Motorcycle Park MVRG Gardiners Road  
 Townsend NSW 2463



**COFFS HARBOUR MOTORCYCLE CLUB**  
**WILL CONDUCT**  
**ROUND 4 NORTH COAST MOTOCROSS SERIES**  
**ON SATURDAY 5<sup>TH</sup> MAY/6<sup>TH</sup> MAY 2012**  
**ENTRY FORM**



Entrant/Sponsor: ..... 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: .....

Date of Birth @ 1/1/2012: ..... Registered Competition No: ..... If not Registered Preferred Number.....

Telephone: (Home) ..... (Work) ..... (Mobile).....

**EMAIL** (please write clearly) .....

**ENTRY FEE Demos-\$40 Juniors-\$50 X-Class-\$25 Seniors-\$70 X-Class-\$40 North Coast Champion-\$30**

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>	<i>ENTRY FEE</i>
50CC AUTO DIV 1 4-U9 YEARS DEMO				
50CC AUTO DIV 2 7-U9 YEARS				
65CC 7-9 YEARS				
65CC 10-12 YEARS				
85CC2ST/150CC4ST 9-11 YEARS (STD WHEEL)				
85CC2ST/150CC4ST 12-13 YEARS(STD/BIG WHEEL)				
85CC2ST/150CC4ST 14-15 YEARS(STD/BIG WHEEL)				
UP TO 150CC2ST/250CC4ST 13-14 YEARS				
UP TO 150CC2ST/250CC4ST 15 YEARS				
LADIES ALL POWERS				
OVER 35's				
U19's C GRADE LITES ONLY(UP TO 250CC2ST AND 250CC4ST)				
C GRADE LITES(UP TO 250CC2ST AND 250CC4ST)(OVER 19's ONLY)				
C GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
B GRADE LITES(UP TO 250CC2ST AND 250CC4ST)				
B GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
A LITES(UP TO 250CC2ST AND 250CC4ST)				
A OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
<b>LATE ENTRY \$25</b>				
FLAG MARSHAL FEE \$20-1 <sup>ST</sup> FAMILY RIDER/\$5-EACH ADDITIONAL				
OR FLAG MARSHAL NAME				

**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:** RACE SECRETARY CHMCC C/- DONNA CRAIG **ENTRIES CLOSE 25<sup>TH</sup> APRIL 2012**  
 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 ROUND 4 NORTH COAST MOTOCROSS SERIES**

**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:
    - 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 **PHIL HAWTHORNE DRIVE (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: .....

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

15. I/WE X ..... (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) Coffs Harbour Showground
- 6) Coffs Harbour Showground Trust
- 7) <Add Sponsor Here>
- 8) Senior Advance First Aid Officers from Coffs Harbour Motorcycle Club
- 9) 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
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

- Saturday 5 May 2012 6.30am
- Sunday 6 May 2012 6.30am

**SCHEDULE 3:**

- Phil Hawthorne Drive
- Coffs Harbour NSW 2450

**PARTICIPANT DECLARATION**

**CONTRACT TO PARTICIPATE IN THE North Coast Motocross Series**

**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;
  - "Indemitees" 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 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;
  - 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 Indemitees.

**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 Indemitees 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 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.
  - 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**

9. I hereby consent to the collection of my personal information by the North Coast Motocross Series.
10. MA and the SCB in connection with my involvement at the Event and the use and disclosure of

my personal information by North Coast Motocross Series 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 North Coast Motocross Series by contacting North Coast Motocross Series at each individual club 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:

- 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**

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:
- 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 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**

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- TBA
- TBA
- TBA
- <Add Sponsor Here>
- Senior Advance First Aid Officers
- <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:**

North Coast Motocross Series

**SCHEDULE 3:**

Each individual club

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