



2009 DIRT ACTION AMCROSS SERIES – Nth NSW

Juniors & Seniors

SERIES SUPPLEMENTARY REGULATIONS

<u>PROMOTERS</u>	<u>VENUES</u>	<u>DATES</u>	<u>MA TRACK LIC</u>
Rd 1 Inverell Motorcycle Sports Club	Ashford Rd Motorsport Complex	22/3/09	13094,13095,13096D
Rd 2 Sth Grafton Ex Services MCC	Gnudwoc Park Raceway	12/7/09	TBA
Rd 3 Tamworth Junior Motocross Club	Mowanba Via Duri	13/9/09	TBA
Rd 4 Kyogle Dirt Bike Club	Grevillea Park	1/11/09	TBA

<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>Contact Nos.</u>	<u>Entries Close</u>
Rd 1 James McLachlan	P O Box 8 Inverell 2360	0267224337	11/3/09
Rd 2 Sharon Mitchell	P O Box 398 Maclean 2463	02 66460464	1/7/09
Rd 2 Sue Ridley	P O Box 6014 Westdale 2340	02 67604290	3/9/09
Rd 1 Kylie Connolly	P O Box 157 Casino 2470	02 66623051	21/10/09

All final instructions will be posted on www.pittorque.com.au

<u>CLERKS OF THE COURSE</u>	<u>STEWARD</u>	<u>PERMIT No's</u>
Round 1 Paul Mitchell	Des Plumb	09/19124
Round 2 Paul Mitchell	TBA	09/19125
Round 3 Paul Mitchell	TBA	09/19126
Round 4 Paul Mitchell	TBA	09/19127

1. ANNOUNCEMENT:

The above named Clubs, hereafter called the PROMOTERS will conduct Rounds 1 – 4 of 2009 DIRT ACTION AMCROSS INTERCLUB SERIES – Northern NSW for both junior and amateur riders who are members of the above named Clubs, at the grass track natural terrain venues on the dates specified.

2. JURISDICTION:

2.1. The abovementioned meetings have been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permits and is open to holders of current Motorcycling Australia, Club or National Competition Licences. One day licences will be permitted subject to: -

- (a) Licence must be issued prior to day of event and be valid for date of event, fee \$60.00.
- (b) Supporting booklet duly signed; with one-day licence is presented at sign on.
- (c) No testing on day of event.

2.2 Age requirements for junior riders will be determined as at 1/1/2009 refer GCR 12.16.0.1 and for seniors when first entering the event.

2.3 Each junior rider will be required to present current log book at sign on.

2.4. The meeting will be held in accordance with the current General Competition Rules (GCRs), these Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.

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

3. ENTRIES:

- 3.1. Entries open six weeks prior to and close last mail 10 days prior to the meeting date, RECEIVAL date determines acceptance when classes are full.
- 3.2 Current membership card, from one of the promoting clubs, must be presented at registration, for each meeting.

3.3. In the case of postponement or abandonment of any meeting, the Promoter may retain all or any part of the entry fee for that meeting, if such retention is approved by MNSW.

3.4. Only entries received on the official Entry Form that and accompanied by the correct fee will be accepted. NO PAYMENTS WILL BE ACCEPTED ON THE DAY.

3.5. **NOTE:** - LATE ENTRIES AND THE RETURN OF ENTRY FEES IS AT THE DISCRETION OF THE PROMOTER, NO ENTRIES ON THE DAY. A late entry fee of \$20.00 will be applied also an administration fee of \$10.00 for cancellations after closing date.

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:

Suitably qualified medical personnel will be in attendance from the commencement of practice until the completion of racing.

6. ENTRY FEE:

6.1. **JUNIOR \$55.00 SENIOR \$65.00 PER CLASS. Additional Class \$35.00**

6.2. Payment by Cheque, Money Order or Cash. 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 Promoting Club.

6.4. Confirmation of entry and the issuing of any Final Instructions WILL BE POSTED ON WEBSITE.

7. PASSES:

No passes will be issued, refer to promoting club website for acceptances and final instructions.

Riders will need to sign an attendance sheet immediately following riders briefing and before practice

8 CLASSES OF COMPETITION

SUNDAY JUNIORS 200cc to 250cc Four Stroke 13/14/15yrs, 100cc to 150cc 2 Stroke 13/14/15yrs, 85cc 2st/150cc 4 st 14/15yrs (standard or big wheels) 85cc 2 st/150cc 4 st 12/13 yrs (standard or big wheels) 85cc 2 st/150cc 4 st 9/11yrs with standard wheel only GCR 12.17.3, 65cc 10/12yrs 2 stroke (includes 4 stroke machines as per GCR 12.16.1.1.a), 65cc 7/9yrs 2 stroke (includes 4 stroke machines as per GCR 12.16.1.1.a) Parents All Powers (For a parent to ride they must have a legally recognised child riding in the same event) NO ONE DAY GUARDIANSHIPS

SENIORS 16-U19 Lites C Grade, 19 yrs and over Lites, Open Class C Grade, 35-44yrs C Grade, Over 45 years C Grade, Ladies All Powers, A & B Lites, A & B Open

. Those classes which are substantially over subscribed, entries will be randomly divided into two groups and run as separate races. (Except for final round where selection will be on cumulative point score)

Small entry classes may be run in conjunction with another similar small entry class.

Ladies & over 45's will be on the same grid, A&B Lites and A& B Open will be on the same grid.

85cc 2 stroke/150cc 4 stroke 12/13 years & 85cc 2 stroke/150cc 4 st 14/15 years will be on same grid

100cc-150cc 2 stroke 13-15 years & 200cc-250cc 4 st 13-15 years will be on same grid

Riders cannot enter more than one class on the same bike, for example, you cannot enter the Open class as well as 35/44yrs, with the same bike.

9 AWARDS:

As per G.C.R 5.8.9 points will be awarded for each race, on basis of 25 points for winner of each race.

Series trophies only will be presented up to the first three qualifiers in each class.

Riders must compete in minimum of 3 (three) rounds to qualify for a trophy.

Accumulative points will determine the Series placing's.

MARGARET WATSON TROPHIES (Male and Female) will be awarded to the rider who scores the highest cumulative number of points in any one class over the series, max 450 points

10 ENTRIES TO CONSTITUTE A CLASS:

10.1. To constitute a Class, the number of contestants entered and competing in each Class shall be 10.

10.2. Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any awards, will be at the discretion of the Promoter.

11. RACE FORMAT:

11.1. All classes will be over 3-x 10min aces or equivalent number of laps.

The actual race times will be at the discretion of the Clerk of Course, depending on the circumstances on the day.

11.2. **Series:** Scoring will be as per GCRs, for each ace, i.e. 25th points will be allocated to the 1st place at the end of each ace, 22 pts for 2nd place, 20 pts for 3rd place, 18 points for 4th place, 16 points for 5th place, etc, to be accumulated over the six rounds, with the maximum possible being 450 points achieved per class for the Series.

12. MACHINES AND RIDERS

12.1. All machines entered must comply with the current GCRs for Motocross Competition.

12.2. In the event of bike failure, permission to substitute a machine in entered class will be made by the Clerk of Course. Substitute machine must have passed machine examination and be of no greater capacity than the substituted machine.

13. RIDING NUMBERS:

13.1. Competitors will be allocated their Riding Number at Round 1 which will be retained for the entire series, unallocated numbers will be used for those riders who enter after Round 1 or change classes, allocated numbers take priority over any other numbers. Preference will be given to registered riding numbers

13.2. Number Plates on all Machines MUST comply with the GCRs, particular attention quality of the numbers.

13.3. Back numbers are to be worn.

14. GRID POSITIONS:

Selection of grid position will be determined by pegs for the first moto, then places from previous moto for subsequent motos on the day. Round 4 - selection for first moto will be from cumulative point scores for Series to date. Subsequent motos will be from placing in previous moto.

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement of practice and ALL Competitors MUST attend and sign attendance record.

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 current GCRs) 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 & Scrutineering 7.00 to 8.30am followed by Riders Briefing , practice and racing

Practice, random order will apply with no more than 60 riders on the track.

Check Final Instructions for any variations.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 7.00am Saturday & 7am Sunday with the completion of the meeting for the participant being at the completion of the participant's racing schedule..

19. CIRCUIT DESCRIPTION:

All natural terrain motocross track.

20. STARTS:

40 backward falling individual gates.

MX 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. NOISE: All machines must comply with the requirements of the GCRs and the Track Licence. Random testing of machines may take place at any time during the meeting

22. SPECIAL NOTES AND WARNINGS:

22.1 No Series Entry Forms - entries to be sent to Organising Promoter on that Promoter's Entry Form.

22.2 Presentation of awards will take place during the final round.

22.3 Full catering service including breakfast will be available at each venue.

22.4 **Junior age as at 1st January**

22.5 Entry forms available from promoting club or download from www.mdmcs.com.au, www.amcross.com.au and www.pittorque.com.au

22.7 All riders under 18 years ensure **THIRD PARTY INDEMNITY** is signed on back of entry form and if required Deed of appointment of Temporary Guardian form.

22.8 Riders must be prepared to undertake flag marshal duties or provide a suitable alternative; this particularly applies to those seniors who have entered more than one class.

22.9 Payment for entry must accompany entry form or have been paid into Clubs Bank prior to race day, no on day payments. (too many entries have been received without payment and riders not turning up)



2009 DIRT ACTION AMCROSS SERIES

Round 1
Inverell Motor Cycle Sports Club Inc
Sunday 22nd March 2009

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:Date of Birth:

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

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

E-MAIL PLEASE.....

Class	Machine	Capacity	Age as at 1/1/09	Fee Payable
65cc 7-U10 Years				
65cc 10-U13 Years				
85cc 2 stroke/150cc 4 stroke 9-U12 Yrs (std wheels)				
85cc 2 st/150cc 4 st 12-13 Yrs (std & big wheels)				
85cc 2 st/150cc 4 st 13-14 Yrs (std & big wheels)				
100-150cc 2 stroke 13/14/15 Years				
200-250cc 4 stroke 13/14/15 years				
Parents All Powers				
35-44 Years C Grade				
Over 45 Years C Grade				
16-U19 Years Lites				
19 Years and Over C Grade				
C Grade Open				
A & B Grade Lites				
A & B Grade Open				
Ladies All Powers				
I AM A FINANCIAL MEMBER OF				
.....				
			TOTAL	

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-LAS 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, P O Box 8 Inverell NSW 2360

RIDERS NAME..... RIDERS SIGNATURE.....

PARENTS/GUARDIAN NAME.....

PARENTS/GUARDIAN SIGNATURE.....

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN Round 1 Dirt Action Amcross – Northern NSW

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) the 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 **Inverell Motorcycle Sports Club** MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Inverell Motorcycle Sports 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 **Inverell Motorcycle Sports Club** by contacting **Inverell Motorcycle Sports Club** at P O Box 8 Inverell 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:

PASSENGER (PRINT): X

SIGNATURE: X DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE X being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") **HEREBY ACKNOWLEDGE:**

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

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

PARENT/GUARDIAN: X

SIGNATURE: X DATE:

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) **Inverell Motorcycle Sports Club**
- 5)
- 6)
- 7)
- 8)
- 9)

- 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:

Sunday 22nd March 2009

SCHEDULE 3:

Ashford Road Motorsport Complex MVRG



2009 DIRT ACTION AMCROSS SERIES

Round 2
South Grafton Ex-Services Motor Cycle Club Inc
Sunday 12th July 2009

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:Date of Birth:

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

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

E-MAIL PLEASE.....

Class	Machine	Capacity	Age as at 1/1/09	Fee Payable
65cc 7-U10 Years				
65cc 10-U13 Years				
85cc 2 stroke/150cc 4 stroke 9-U12 Yrs (std wheels)				
85cc 2 st/150cc 4 st 12-13 Yrs (std & big wheels)				
85cc 2 st/150cc 4 st 13-14 Yrs (std & big wheels)				
100-150cc 2 stroke 13/14/15 Years				
200-250cc 4 stroke 13/14/15 years				
Parents All Powers				
35-44 Years C Grade				
Over 45 Years C Grade				
16-U19 Years Lites				
19 Years and Over C Grade				
C Grade Open				
A & B Grade Lites				
A & B Grade Open				
Ladies All Powers				
I AM A FINANCIAL MEMBER OF				
.....				
			TOTAL	

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-LAS 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, P O Box 398 Maclean 2463

RIDERS NAME..... RIDERS SIGNATURE.....

PARENTS/GUARDIAN NAME.....

PARENTS/GUARDIAN SIGNATURE.....

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN Round 2 Dirt Action Amcross – Northern NSW

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

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

DEFINITIONS

2. In this declaration:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
 - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - "MA" means Motorcycling Australia Limited;
 - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:
- the motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
 - the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
 - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
- rendered with due care and skill;
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:

- that I participate in the meeting at my sole risk and responsibility;
- that I accept the Venue as it stands with all or any defects hidden or exposed;
- that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

MEDICAL

- I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

- I hereby consent to the collection of my personal information by the **South Grafton Ex-Services Motor Cycle Club Inc (hereinafter referred to as SGMCC)** MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **SGMCC** 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 **SGMCC** by contacting **SGMCC** at **P O Box 451 Grafton 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

- I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:
 - I ACKNOWLEDGE that:
 - If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
 - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit; may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is

held by MA or my SCB in accordance with the MA Privacy Policy.

- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

- I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

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

NAME (PRINT): X

SIGNATURE: X DATE:

PASSENGER (PRINT): X

SIGNATURE: X DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

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

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

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

PARENT/GUARDIAN: X

SIGNATURE: X DATE:

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- SGEMCC
- SGEMCC
- Clarence Valley Council
-
- Geoff Hicks (Glenreagh Heart Start)
-

- 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:

Sunday 12th July 2009

SCHEDULE 3:

Gnudwock Park MVRG



2009 DIRT ACTION AMCROSS SERIES

Round 3 Tamworth Junior Motocross Club Sunday 13th September 2009 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:Date of Birth:

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

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

E-MAIL PLEASE.....

Class	Machine	Capacity	Age as at 1/1/09	Fee Payable
65cc 7-U10 Years				
65cc 10-U13 Years				
85cc 2 stroke/150cc 4 stroke 9-U12 Yrs (std wheels)				
85cc 2 st/150cc 4 st 12-13 Yrs (std & big wheels)				
85cc 2 st/150cc 4 st 13-14 Yrs (std & big wheels)				
100-150cc 2 stroke 13/14/15 Years				
200-250cc 4 stroke 13/14/15 years				
Parents All Powers				
35-44 Years C Grade				
Over 45 Years C Grade				
16-U19 Years Lites				
19 Years and Over C Grade				
C Grade Open				
A & B Grade Lites				
A & B Grade Open				
Ladies All Powers				
I AM A FINANCIAL MEMBER OF				
.....			TOTAL	

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-LAS 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, P O Box 6014 WESTDALE NSW 2340

RIDERS NAME..... RIDERS SIGNATURE.....

PARENTS/GUARDIAN NAME.....

PARENTS/GUARDIAN SIGNATURE.....

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN Round 3 Dirt Action Amcross – Northern NSW

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

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

DEFINITIONS

2. In this declaration:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
 - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - "MA" means Motorcycling Australia Limited;
 - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:
- the motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
 - the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
 - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - that I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
- rendered with due care and skill;
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:

- that I participate in the meeting at my sole risk and responsibility;
- that I accept the Venue as it stands with all or any defects hidden or exposed;
- that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

MEDICAL

- I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

- I hereby consent to the collection of my personal information by the **Tamworth Junior Motocross Club** MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Tamworth Junior Motocross 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 **Tamworth Junior Motocross Club** by contacting **Tamworth Junior Motocross Club** at P O Box 6014 Westdale 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

- I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:
 - I ACKNOWLEDGE that:
 - If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
 - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit; may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is

held by MA or my SCB in accordance with the MA Privacy Policy.

- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

- I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

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

NAME (PRINT): X

SIGNATURE: X DATE:

PASSENGER (PRINT): X

SIGNATURE: X DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

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

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

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

PARENT/GUARDIAN: X

SIGNATURE: X DATE:

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Tamworth Junior Motocross Club**

5)

6)

7)

8)

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

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

SCHEDULE 2:

Sunday 13th September 2009

SCHEDULE 3:



2009 DIRT ACTION AMCROSS SERIES

**Round 4
Kyogle Dirt Bike Club Inc
Sunday 1st November 2009**

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: Date of Birth:

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

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

E-MAIL PLEASE.....

Class	Machine	Capacity	Age as at 1/1/09	Fee Payable
65cc 7-U10 Years				
65cc 10-U13 Years				
85cc 2 stroke/150cc 4 stroke 9-U12 Yrs (std wheels)				
85cc 2 st/150cc 4 st 12-13 Yrs (std & big wheels)				
85cc 2 st/150cc 4 st 13-14 Yrs (std & big wheels)				
100-150cc 2 stroke 13/14/15 Years				
200-250cc 4 stroke 13/14/15 years				
Parents All Powers				
35-44 Years C Grade				
Over 45 Years C Grade				
16-U19 Years Lites				
19 Years and Over C Grade				
C Grade Open				
A & B Grade Lites				
A & B Grade Open				
Ladies All Powers				
I AM A FINANCIAL MEMBER OF				
.....				
			TOTAL	

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-LAS 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, P O Box 157 CASINO 2470

RIDERS NAME..... RIDERS SIGNATURE.....

PARENTS/GUARDIAN NAME.....

PARENTS/GUARDIAN SIGNATURE.....

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN Round 4 Dirt Action Amcross – Northern NSW

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

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

DEFINITIONS

2. In this declaration:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
 - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - "MA" means Motorcycling Australia Limited;
 - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:
- the motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
 - the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
 - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
- rendered with due care and skill;
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that you rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:

- that I participate in the meeting at my sole risk and responsibility;
- that I accept the Venue as it stands with all or any defects hidden or exposed;
- that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

MEDICAL

- I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

- I hereby consent to the collection of my personal information by the **Kyogle 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 **Kyogle 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 **Kyogle Dirt Bike Club** by contacting **Kyogle Dirt Bike Club** at **P O Box 157 Casino** 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

- I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

I ACKNOWLEDGE that:

- If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION** of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is

held by MA or my SCB in accordance with the MA Privacy Policy.

- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

- I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

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

NAME (PRINT): X

SIGNATURE: X **DATE:**

PASSENGER (PRINT): X

SIGNATURE: X **DATE:**

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

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

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

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

PARENT/GUARDIAN: X

SIGNATURE: X **DATE:**

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Kyogle Dirt Bike Club**
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- 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:

Sunday 1st November 2009

SCHEDULE 3:

Grevillea Park MVRG