



Open Arena Motocross

Mildura Motor Cycle Club Incorporated.

2011-12 SEASON GOLD SPONSOR
COOMEALLA MEMORIAL SPORTING CLUB
INC



SUPPLEMENTARY REGULATIONS

EVENT:	Open Arena Motocross & King of the Murray
DATE:	Saturday 8 th October 2011 - Open meeting Saturday 26 th November 2011 - Open meeting
VENUE:	Olympic Park Mildura Arena Motorcross Track 11 st West Mildura
TRACK LICENCE NUMBER:	6990
MV PERMIT NUMBER:	TBA
EVENT CONTACT	Brendon Gledhill 0419174225 gledhillbj@bigpond.com Or Gavin Sedgmen 0448 252015 sedgy7@bigpond.com
EVENT KEY OFFICIALS	Steward TBA Clerk of Course TBA Meeting Secretary Jackson Caldwell

1. ANNOUNCEMENT

The Mildura Motor Cycle Club, hereafter called the Promoter will conduct Open Arena Motocross for Senior and Junior competitors at the Club's Olympic Park circuit, Johnston's Bend, 11th Street West, Mildura on the above dates.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Victoria which has issued the Motorcycling Australia Permit Number as detailed above and is open to holders of current Motorcycling Australia National Competition Licenses.

2.2 The meeting will be held in accordance with the current General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by Motorcycling Victoria. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. ENTRIES (only official entries on official entry form and accompanied with entry fee will be accepted on or before the due date NO LATE ENTRIES will be accepted. Please note – NO late Entries (Open meeting))

3.1 Entries open forthwith and close at 8:30pm on the Tuesday before the meeting.

3.2 Entries and entry fees may be forwarded by mail to:
Mildura Motor Cycle Club Incorporated.
PO Box 197
Mildura Vic 3502

3.2.a Accepted entries list will be posted on the Mildura Motor Cycle Club website prior to the meeting.

3.3 Entries and entry fees may otherwise be hand delivered to the Meeting Secretary at any normal Tuesday evening fortnightly general meeting of the Mildura Motor Cycle Club Inc. at Johnston's Bend Mildura.

3.4 Only legible entries provided on the official entry form accompanied by the correct entry fee shall be accepted as valid entries.

3.5 Acceptance of late entries shall be totally at the Promoter's discretion.

3.6 Acceptance of entries for respective classes in excess of one full grid shall be at the discretion of the Promoter. Priority shall be according to the order of entries received with correct fee payment.

3.7 **Please nominate a flaggie to for the day – see Nomination position on Entry form**

3.8 The return of entry fees for any rider withdrawing from the event shall be at the discretion of the Promoter.

3.9 In the event is postponed or abandoned, all or any part of the entry fee may be retained by Promoter if such retention is approved by Motorcycling Victoria.

3.10 License holders MUST be financial members of their respective Club. Proof of valid club membership is required.

4. ENTRY FEE

4.1 The entry fee for each competitor, (includes rider levy, Paramedic levy)
\$40 – Junior per rider
\$60 – Senior per rider
\$25 - Each Additional Class.
\$20 - transponder hire

4.2 Payment of entry fee with hand delivered entry may be by cheque, Australia Post money order or cash.

4.3 Payment of entry fee with mailed entry may be by cheque or Australia Post money order **only**.

4.4 Cheques and money orders shall be made payable to "Mildura Motor Cycle Club Inc."

4.5 Any fees for dishonoured cheques shall be the responsibility of the entrant.

5. PIT CONTROL

5.1 Entry to pits shall be by a pass comprising an affixed wristband, issued as part of the rider's entry fee to:
Seniors - the rider and 1 mechanic

Juniors - the rider and 2 others, being parents, guardians or mechanics for each junior entry

5.2 Extra passes (2 per rider) may be purchased at sign on for \$15 each subject to the Promoters discretion.

5.3 **The pits shall be otherwise closed to the general public.**

5.4 **No persons may wear open footwear in the pits.**

5.5 **Alcohol and/or Persons affected by alcohol are not permitted in the pit pits.**

5.6 Vehicles other than competing motorcycles (ie. bicycles and motor vehicles) are not permitted in the pits.

5.7 **Minors in the pits shall be properly supervised.**

5.8 Motorcycles shall not be ridden in the pits. Motorcycles and engines shall be stopped before the termination of the return race from the track. Motorcycle to be pushed in the pits.

5.9 The Ambulance access thoroughfare delineated by line marking passing through and beyond the pit entry shall remain unobstructed at all times.

5.10 All motorcycles and equipment shall remain in the pits until the final round of racing has been completed to avoid obstruction to the Ambulance access thoroughfare.

5.11 There shall be **no smoking** in the Pits

6. INSURANCE

6.1 National Personal Accident Scheme provides basic cover for death and permanent disability.

6.2 Ambulance Insurance is **compulsory** for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

7. MEDICAL SERVICES

Rural Ambulance Victoria shall be in attendance during practice and competition.

8. SIGN ON AND SCRUTINEERING

8.1 Riders must sign on before attending scrutineering.

8.2 Riders must have attended sign on and have their entry pass affixed to their arm in order to have their machine scrutineered.

8.3 Rider must have signed on and attended scrutineering before being allowed pit entry.

8.4 Machines shall not be admitted to the pit area unless they have been scrutineered.

8.5 Sign on shall be conducted in the Mildura Motor Cycle Club Clubrooms

8.6 Scrutineering shall take place at the designated area next to the clubrooms.

9. CLASSES OF COMPETITION

9.1 Senior Classes

SENIOR LITE A Grade – up to 250cc 2stroke, and up to 250cc 4stroke.

SENIOR LITE B Grade – up to 250cc 2stroke, and up to 250cc 4stroke.

SENIOR LITE C Grade – up to 250cc 2stroke, and up to 250cc 4stroke.

SENIOR OPEN A Grade – up to 500cc 2stroke and 255cc to 650cc 4stroke.

SENIOR OPEN B Grade – up to 500cc 2stroke and 255cc to 650cc 4stroke

SENIOR OPEN C Grade – up to 500cc 2stroke and 255cc to 650cc 4stroke

Note: 250cc 2strokes can ride in the lite's class if they like or the open class but not both.

LADIES - Lite and Open combined (min of 6entries)

9.2 Junior Classes (Solo)

7 – U13yrs 65cc

9 – U12yrs 85cc 2stroke and 150cc 4 stroke (Standard Wheel only)

12 –U16yrs 85cc 2stroke and 150cc 4 stroke (Standard and Big Wheel)

13 –U16yrs 100cc to 125cc 2stroke and 250cc 4 stroke

10. ENTRIES TO CONSTITUTE A CLASS

10.1 **The Promoters shall determine the number of entries constituting any class according to entries.**

10.2 Should there be **insufficient entries in any class**, the decision to either cancel a class or combine classes and have separate classes compete in a single race, or re-distribute any awards and/or prize money, or the depth of the places to be so awarded, shall be at the discretion of the Promoter, subject to approval by Motorcycling Victoria

11. STARTS

Start shall be clutch starts from a grid of 22 mechanical drop back gates.

12. RACE FORMAT

12.1 The race format shall nominally comprise 4 heats for each class but may be varied according to circumstances and the Promoters discretion.

12.2 Where entries are sufficient competitors in the Senior classes shall be graded at the Promoter's discretion into two (2) separate heats for each round.

Competitors may be selected by the Promoter on the basis of performance for additional heats to determine their final points score.

13. EVENT SCHEDULE

Sign On 2:00pm until 4:00pm

Scrutineering 2:00pm until 4.30pm

Spectator Gates Open 4:30pm
Riders Briefing 4:30pm
Marshals Briefing 4.15pm
Practice 4.45pm until 5.30pm
Racing 6pm until 10:00pm (nominally)

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 2:00pm with the completion of the meeting for the participant being when the participant has vacated the venue.

14. AWARDS AND PRIZEMONEY

- 14.1 Prizes may be claimed at presentations held at the Mildura Motor Cycle Club Clubrooms following the conclusion of the event.
- 14.2 Prizes shall be allocated (depending on Entry numbers) according to points in each class.
- 14.3 Senior Open Class A Grade
First: \$300 Second: \$200 Third: \$100 Fourth: \$70
Senior Open Class B Grade
First: \$250 Second: \$150 Third: \$100 Fourth: \$50
Senior Open Class C Grade
First: \$150 Second: \$100 Third: \$75 Fourth: \$40
- 14.4 Senior Lites Class A Grade
First: \$300 Second: \$200 Third: \$100 Fourth: \$70
Senior Lites Class B Grade
First: \$250 Second: \$150 Third: \$100 Fourth: \$50
Senior Lites Class C Grade
First: \$150 Second: \$100 Third: \$75 Fourth: \$40
- 14.5 Senior Ladies
First: \$150 Second: \$100 Third: \$75 fourth \$40
- 14.6 All Juniors Classes: First: Trophy Second: Trophy Third: Trophy

15. GST

The Goods and Services Tax affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prizemoney 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.

16. PRESENTATIONS

In the club rooms after the meeting is finished.

17. MACHINES AND RIDERS

- 17.1 All machines entered must comply with the current GCRs for Motorcross competition.
- 17.2 Change of machine may be permitted in writing to the Clerk Of Course and with the approval of the MA Steward at least 15 minutes prior to the start of the event in which the substitution is requested. The substitute machine must have passed machine examination, be eligible for the class and replace a machine that cannot be reasonably repaired. Machine substitution shall only be permitted in heats and not in finals.

18. RIDING NUMBERS (Correct riding number must be displayed on bike - NO TAPE)

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Promoter's discretion.
All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising.

19. GRID POSITIONS AND TIMING

- 19.1 Transponders will be used for timing and Lap scoring (Riders are welcome to use their own transponder)**
- 19.2 Grid positions for the 1st heat shall be by draw, following heats will be as finished in previous heat.

20. RIDERS BRIEFING

Riders briefing shall be as advised in the timetable. All competitors must attend briefing. Briefing sign on sheets shall be signed as confirmation of attendance.

21. CIRCUIT DESCRIPTION

- 21.1 The track comprises a start straight of 60 metres length and a circuit of 560 metres length.
- 21.2 The track surface comprises sandy clay.
- 21.3 The circuit comprises motocross style jumps, table tops, whoops, berms, **turns** and flat runs.

22. FACILITIES

Canteens, toilets and showers.

23. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 12.10 for details.

24. ANTI-DOPING POLICY

- 24.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.
- 24.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at Motorcycling Victoria's discretion until the results of the tests are known.

25. ALCOHOL TESTING PROCEDURE

All competitors and officials are advised that random breath-testing may take place during the competition.

26. CODE OF CONDUCT

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

27. PRACTICE AND RACING

- 27.1 Practice shall be 2 laps for each class.
- 27.2 Racing shall be A&B grade 6laps, C grade 5, Juniors 4 Laps but may be varied according to the Promoters discretion.
- 27.3 Racing may be paused at sundown for safety reasons depending on weather conditions.
- 27.4 Racing shall resume after sundown using the arena lights.
- 27.5 Any race or the whole event may be concluded prematurely according to circumstances at the discretion of officials.

28. SPECIAL NOTES AND WARNINGS

- 28.1 Riding of an unregistered (ie. competition) motorcycle at any part of the venue (ie. car park or other public accessible area) not otherwise allowed by this event is not permitted.
- 28.2 Dogs and other pets are not permitted at the venue.



OPEN ARENA MOTORCROSS



SATURDAY 8th October 2011
Olympic Park Mildura Arena Motorcross Track

Season Gold Sponsor Coomealla Memorial Sporting Club Inc

ENTRY FORM

Entries Close: 8:00pm on the Tuesday 4th October 2011
Send to: Mildura Motor Cycle Club
P.O. BOX 197
Mildura Vic 3502
0350213000

Office Use Only:
Allocated Rider No:

RIDER DETAILS

Rider's First Name: _____ Rider's Surname: _____
Address: _____
City/town: _____ State: _____ Postcode: _____
Tel: _____ Mob: _____
Date of birth: _____ E-mail: _____
Next of Kin: _____ Next of Kin Tel: _____
Rider's MA Lic. No.: _____ Expiry Date: _____ Grade: _____ 1^s Preferred No. Plate: _____ 2nd Preferred No. Plate: _____
Nominated Flaggie _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

The Goods and Services Tax (GST) affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

£ I am a professional rider and my ABN is: _____ £ Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

Must be completed by all competitors/entrants

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCR's of MA and these Supplementary Regulations.

Rider's Name: _____ Signature: _____ Date: _____
PARENT/GUARDIAN: _____ Signature: _____ Date: _____

RIDER MACHINE DETAILS

1^s Bike - Make/Model&Capacity: _____ 2nd Bike - Make/Model&Capacity: _____
3rd Bike - Make/Model&Capacity: _____ 4th Bike - Make/Model&Capacity: _____

Classes & Grade	Machine details and capacity	Rider Age	Entry Fee

Transponder hire \$20 per unit

Total Entry Fee
transponder hire \$
Total payment \$

ENTRY FEES:

PAYMENT (cheque, money order or cash)

Office Use Only

Date Received:	Money Received:		
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PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE MILDURA OPEN ARENA MOTORCROSS 8th Oct 2011

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.

2. DEFINITIONS

- 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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 is 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.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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.

8. 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.

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.

10. PRIVACY

I hereby consent to the collection of my personal information by the Mildura Motor Cycle Club Inc., MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Mildura Motor Cycle Club Inc., 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 Mildura Motor Cycle Club Inc. by contacting Mildura Motor Cycle Club Inc. at PO Box 197 Mildura 3502 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

11. 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:

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.

12. 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.

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.

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Mildura Motor Cycle Club Inc.
- 5) Mildura Motor Cycle Club Inc.
- 6) Ambulance Victoria
- 7) 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
- 8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

8th October 2011

SCHEDULE 3:

Olympic Park Motorcycle Complex

SIGN HERE

14. EXECUTION 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): _____ SIGNATURE: _____ DATE: _____

15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ 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: _____ SIGNATURE _____ DATE: _____



PARTICIPANT DECLARATION

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2. DEFINITIONS

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- b) "Indemnities" means and includes the persons, organizations 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 authorized or recognized Motorcycling Organization event, meeting or activity;
- f) "Motorcycling Organization" 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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 is 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 organizers, 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 Indemnities 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.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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 Indemnities.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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 Indemnities 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 Indemnities, 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 Indemnities and each of them from all liability to be 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.

8. 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorize such actions being taken by the Indemnities 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.

10. PRIVACY

I hereby consent to the collection of my personal information by the Mildura Motor Cycle Club Inc., MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Mildura Motor Cycle Club Inc., 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 Mildura Motor Cycle Club Inc. by contacting Mildura Motor Cycle Club Inc. at PO Box 197 Mildura 3502 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

11. 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:

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 Careers") 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 organizers 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 Careers;
 - 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 authorize MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Careers, and I hereby direct my Careers 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 Careers (or any party with the knowledge of any of my Careers), and any other matter to the knowledge of my Careers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

12. 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.

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.

SCHEDULE 1:

- 1) Federation International de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Mildura Motor Cycle Club Inc.
- 5) Mildura Motor Cycle Club Inc.
- 6) Ambulance Victoria
- 7) All other persons involved in the organization, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

26th November 2011

SCHEDULE 3:

Olympic Park Motorcycle Complex

14. EXECUTION 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.

**SIGN
HERE**

NAME (PRINT): _____ SIGNATURE: _____ DATE: _____

15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ 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 Indemnities 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: _____ SIGNATURE _____ DATE: _____

PASSENGER'S PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____