Date:_____

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN MOTORCYCLING ACTIVITIES AT WOLLONGONG MOTOTCYCLE CLUB

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

1. I HEREBY AGREE with Wollongong Motor Cycle Club Inc. ("WMCC") that I am by this agreement entitled to participate in any motorcycle activities held at the Mt Kembla Motocross Complex 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 Wollongong Motorcycle Club under any right expressly conferred by its constitution or regulation;
b) "Indemnitees" means and includes all persons, members, committee members, employees, associated with the Wollongong Motorcycle Club.
c) "WMCC" means Wollongong Motorcycle Club Inc;
d) "Motorcycling Activities" means performing or participating in any capacity in any WMCC event, meeting or activity;

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:
a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
i) that I may be injured, physically or mentally, and may be killed;
ii) that my machinery or equipment may be damaged, lost or destroyed;
iii) that competitors may ride dangerously or with a lack of skill;
iv) that track or event conditions may be hazardous and may vary without warning or predictability;
v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
vii) that I have an obligation to myself and to others to act safely and within the rules and regulations of WMCC;

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 WMCC in writing 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.

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 WMCC as amended from time to time. Copies of all WMCC rules, policies and regulations are available by contacting the WMCC office.

13. All participants are bound by the WMCC anti doping policy.

EXECUTION

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

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE being the parents or guardians of the person named beside (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

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

ADDITIONAL WARNING - PLEASE READ CAREFULLY

WMCC Inc. does NOT INSURE you for riding accidents. It is strongly recommended that you take out appropriate accident and ambulance insurance if you are not covered and you wish to ride at our Mt Kembla complex.
If you choose to ride without appropriate insurance cover, you accept the risk and responsibilities associated with this dangerous sport.
You are advised and should be aware that:
Riding conditions may vary throughout the day due to changing weather and other riders using the track/complex.
Dry conditions will result in Increased dust levels, potentially increasing the risk of slippage (traction loss) and reduced visibility.
Wet conditions may result in - Reduced visibility due to fog, rain and mud splatter
A slippery surface due to a wet clay track
Water ruts crossing the track at differing angles

The track surface may deteriorate during the riding day due to general usage resulting in breaking/acceleration, bumps and potholes.
Further, as this track is open for recreational riding (not racing), no flag marshals are provided.
Given the aforementioned and other generally accept track variables associated with motocross recreational riding, you should ride to the conditions. Any of the aforementioned, may cause you (or another rider) to fall from your (their) bike or cause a collision with another rider/s resulting in personal injury, damage to your property, injury to other rider/s or their property.
I understand the aforementioned and choose to ride personally accepting the risk and responsibility or personal injury and/or loss.

Riders Full Name	Guardians Full Name	Membership Number	Signature	Fee