

**WOLLONGONG MCC, HASTINGS VALLEY MCC, LAKE MACQUARIE MBC  
WILL CONDUCT**



## 2010 SERIES SUPPLEMENTARY REGULATIONS

<u>MEETING NAMES</u>	<u>VENUE</u>	<u>DATE</u>
2010 NSW JUNIOR MX CHAMPIONSHIP	Rd 1: MT KEMBLA SCRAMBLE CIRCUIT MVRG	3 <sup>RD</sup> & 4 <sup>TH</sup> APRIL 2010
2010 NSW JUNIOR MX CHAMPIONSHIP	Rd 2: HASTINGS VALLEY MOTORCYCLE RACEWAY MVRG	12 <sup>TH</sup> & 13 <sup>TH</sup> JUNE 2010
2010 NSW JUNIOR MX CHAMPIONSHIP	Rd 3: AWABA MVRG	9 <sup>TH</sup> & 10 <sup>TH</sup> JULY 2010
<u>MEETING NAMES</u>	<u>VENUE</u>	<u>DATE</u>
2010 NSW SENIOR MX CHAMPIONSHIP	Rd 1: MT KEMBLA SCRAMBLE CIRCUIT MVRG	5 <sup>TH</sup> APRIL 2010
2010 NSW SENIOR MX CHAMPIONSHIP	Rd 2: HASTINGS VALLEY MOTORCYCLE RACEWAY MVRG	14 <sup>TH</sup> JUNE 2010
2010 NSW SENIOR MX CHAMPIONSHIP	Rd 3: AWABA MVRG	11 <sup>TH</sup> JULY 2010
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
WOLLONGONG MCC	14323, 14343, 14344, 14345, 14346, 14347, 14348	10/20035
HASTINGS VALLEY MCC	14016, 14017	10/20036
LAKE MACQUARIE MBC	TBA	10/20037
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
MARGARET DAVENPORT	PO Box 224 ST CLAIR 2759	0401 418 062
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
DERREK POOLE	BRUCE NIVEN	LEON SAYERS

**1. ANNOUNCEMENT:**

The Wollongong MCC, Hastings Valley MCC, Lake Macquarie MBC, hereafter called the PROMOTERS will conduct 2010 NSW Junior & Senior Motocross Championship.

	<b>VENUE</b>	<b>JUNIOR</b>	<b>SENIOR</b>
Round 1	Mt Kemble Scramble Circuit MVRG	3 <sup>rd</sup> & 4 <sup>th</sup> April 2010	5 <sup>TH</sup> April 2010
Round 2	Hastings Valley Motorcycle Raceway MVRG	12 <sup>th</sup> & 13 <sup>th</sup> June 2010	14 <sup>th</sup> June 2010
Round 3	Awaba MVRG	9 <sup>th</sup> & 10 <sup>th</sup> July 2010	11 <sup>th</sup> July 2010

**2. JURISDICTION:**

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 10/20035, 10/20036, 10/20037 and is open to holders of current Motorcycling Australia **National Competition Licences**.
- 2.2. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.
- 2.3. Electronic Timing will be used throughout the series', this incurs a hire fee of \$15.00 per bike per round. As security on return of transponder, licences will be collected at sign on and returned at the conclusion of each meeting upon return of transponder. See Section 24.16 for replacement cost.  
If you own a transponder and your child is riding a second bike, you will have to hire the second transponder.  
To facilitate recording throughout the series, it is our aim to match rider name, riding number, for Rd 2 & Rd 3 with that used in Rd 1.
- 2.4. AGE REQUIREMENT:
  - a. The age of the junior rider will be determined by the age of the rider as at 1<sup>st</sup> January 2010. See Section 25.2 for further information.
  - b. The age of the rider entering Under 19's class will be determined by age of the rider as at 1<sup>st</sup> January 2010.
  - c. The age of the senior rider (other than riders entering Under 19's class) will be determined by the age of the rider as at Rd 1 (5<sup>th</sup> April 2010).
- 2.5. LOG BOOKS: Each Junior Rider is to present their logbook at sign on. Log books not collected will **not** be sent back until a stamped, addressed express envelope is received from the competitor.
- 2.6. QUALIFYING: For the 2010 NSW Junior Motocross Championship, Junior riders must qualify before they may enter the NSW State Motocross Championship meeting. See Section 24.1 for further information.
- 2.7. **BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**

**3. ENTRIES:**

- 3.1 Entries open forthwith and close last mail received as listed below for both Junior & Senior Classes:

	<b>Closing Date</b>
Round 1	19 <sup>th</sup> March 2010
Round 2	28 <sup>th</sup> May 2010
Round 3	24 <sup>th</sup> June 2010

- 3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by MNSW.
- 3.3 Only entries received on the official Entry Form that are accompanied by the correct fee or receipt of fee transferred will be accepted.
- 3.4 Late entries will be accepted with a late fee of \$25.00 only for incomplete grids.
- 3.5 Final instructions will be posted at [www.motorcycling.com.au](http://www.motorcycling.com.au) – follow the links to the MX State Titles Website
- 3.6 In the case of abandonment or postponement of a round, for whatever reason, notification of the new dates will be available from [www.motorcycling.com.au](http://www.motorcycling.com.au) – follow the links to the MX State Titles Website
  - a. Completion of the Senior Championship is not reliant on completion of the Junior Championship and vice versa
  - b. To constitute a round of the Junior Championship being deemed complete, 2 finals of each Junior class must be scored at any round

- c. To constitute a round of the Senior Championship being deemed complete, 2 finals of each class must be scored at any round.
- d. Two rounds of the Junior Series must be completed as a minimum as outlined in these supplementary regulations to constitute each series being completed.
- e. Two rounds of the Senior Series must be completed as a minimum as outlined in these supplementary regulations to constitute each series being completed.
- f. Less than two rounds of either Championship will require a postponement of the event to another rain off date, with date and venue to be determined by MNSW and MX Sports Committee (2 dates if all three rounds are cancelled).
- g. In the event of a postponement, new entries may be taken at the discretion of MNSW and late entry fees may apply. Entries for each postponed round will close 15 days prior to the new date.
- h. Riders who are unable to compete at the new date will be refunded the entire entry fee amount less the \$25.00 administration for each round.

#### 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.**
- 4.4 **COMPETITORS ACKNOWLEDGE THAT THEY HAVE ARRANGED THE NECESSARY AMBULANCE COVERAGE IN ACCORDANCE WITH THE GCR's.**

#### 5. **MEDICAL SERVICES:**

Medical Services will be in attendance from commencement of practice until finish of racing at all rounds.

#### 6. **ENTRY FEE:**

- 6.1 Junior Entry:
  - a. Juniors: 1<sup>st</sup> Rider \$100.00, second sibling rider \$80.00, each sibling thereafter \$60.00 plus \$15 transponder hire.  
**COPY OF A MEDICARE CARD MUST BE SENT IN FOR SECOND & SUBSEQUENT RIDERS**
  - b. Junior 2<sup>nd</sup> bike: \$50.00 plus \$15 transponder hire = \$65 (No Discount)
  - c. Enter for the whole series and you will receive a 10% discount from each entry fee EXCLUDING TRANSPONDER HIRE.
  - d. If riding 2 bikes, you must hire 2 transponders @ \$15.00 each. Each bike must be fitted with a transponder unique to that bike.
  - e. Late entries will be accepted with a late fee of \$25.00 for classes with incomplete grids only
- 6.2 Senior Entry:
  - a. Seniors: \$100.00, plus \$15 transponder hire
  - b. Senior 2<sup>nd</sup> bike: \$50.00 plus \$15 transponder hire = \$65 (No Discount)
  - c. Enter for the whole series and you will receive a 10% discount from each entry fee EXCLUDING TRANSPONDER HIRE.
  - d. If riding 2 bikes, you must hire 2 transponders @ \$15.00 each. Each bike must be fitted with a transponder unique to that bike.
  - e. Late entries will be accepted with a late fee of \$25.00 for classes with incomplete grids only
- 6.3 Payment by Cheque or Money Order.  
**ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
- 6.4 Cheques and Money Orders are to be made payable to MNSW.
- 6.5 Payment may also be made via credit card, details will be provided on entry form.
- 6.6 Payment may be made via online transfer to MNSW, BSB 112 879, Account No. 125 279 800. Reference on deposit must be "MX" and "Competitor Name". Copy of transfer of payment to be sent with entry form.
- 6.7 NO ENTRIES WILL BE ACCEPTED ON THE DAY OF THE EVENT.

7. **ENTRY PASSES:**

N/A

8. **CLASSES OF COMPETITION:**

8.1 JUNIOR CHAMPIONSHIP CLASSES:

50cc Div 2 7-u9 years  
 65cc 7-u9 years  
 65cc 9-u11 years  
 65cc 11-u13 years  
 85cc 2st 9-u12 years (Standard Wheel)  
 85cc 2st 12-u14 years (Standard & Big Wheel)  
 85cc 2st 14-u16 years (Standard & Big Wheel)  
 150cc 4st 9-u12 years (Standard Wheel)  
 150cc 4st 12-u14 years (Standard & Big Wheel)  
 150cc 4st 14-u16 years (Standard & Big Wheel)  
 85cc 2st & 150cc 4st 12-u16 years All Female (Standard & Big Wheel)  
 100cc-150cc 2st & 200cc-250cc 4st 13-u16 All Female  
 100cc-150cc 2st 13-u15 years  
 100cc-150cc 2st 15 years  
 200cc-250cc 4st 13-u15 years  
 200cc-250cc 4st 15 years

8.2 SENIOR CHAMPIONSHIP CLASSES:

Championship Lites – 100cc-150cc 2st & 200cc-250cc 4st  
 Championship Open – 151-250cc 2st & 251cc-450cc 4st  
 Championship Womens – 100cc-150cc st & 200cc-250cc 4st  
 Championship Under 19 – 100cc-250cc 2st & 200cc-250cc 4st - 16-u19 years (Age as at 1<sup>st</sup> January 2010), see 2.4b

8.3 SENIOR SUPPORT CLASSES:

Clubman Lites – 100cc-150cc 2st & 200cc-250cc 4st  
 Clubman All Powers

9. **AWARDS AND PRIZEMONEY:**

Riders in each junior class & senior support classes will receive trophies for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> placing at each round.

Riders in Pro Lites, Pro Open, Under 19 & Womens will receive prize money for 1<sup>st</sup> - \$800, 2<sup>nd</sup> - \$400, 3<sup>rd</sup> - \$200, 4<sup>th</sup> - \$100, 5<sup>th</sup> - \$50 at each round.

Presentation will be held after the Final race. 50cc & all 65cc classes' presentation will be done on the first day.

Series Presentation will be held at MNSW Night of Champions.

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

10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be eight (8) for Junior classes and ten (10) for senior classes. For this purpose, this number will be the number of entries received as at the closing date for each round.

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

10.3 Junior All Female Classes: If insufficient entries are received as at the closing date to run these classes, rider will be entered into the Combined Class (dependant on qualifying as per Section 24.1).

11. **RACE FORMAT:**

11.1 Practice will be 3 laps for Junior 50cc, 65cc, 85cc, 150cc 4st, 125cc & 250cc 4st.

Practice will be 3 laps for Clubman Lites and Clubman Open.

Practice for Senior Championship classes – if the grid exceeds 30, practice will be 2 x 15 minute timed practice. If grid is under 30, practice will be 2 x 8 minute.

11.2 There will be 3 Finals for the Junior Championship Classes cumulatively scored, with points allocated in each race as per GCR's.

- 11.3 There will be 2 Finals for the Senior Classes cumulatively scored, with points allocated in each race as per GCR's.

11.4 Number of Laps:

Class	Laps	Class	Laps
50cc Div 2	7 minutes plus 1 lap	Clubman Lites & All Powers	15 minutes plus 1 lap
65cc	7 minutes plus 1 lap	Womens	15 minutes plus 1 lap
85cc 2st to 150cc 4st	10 minutes plus 1 lap	Under 19's	15 minutes plus 1 lap
100-150cc & 200-250cc	10 minutes plus 1 lap	Pro Lite & Pro Open	20 minutes plus 1 lap

11.5 **Junior Classes – Heats format if class entries exceed 30 riders**

When entry numbers in a class exceed thirty (30) riders, 2 heats will be run. The heats will take place prior to racing.

- 2 heats cumulatively scored, with points allocated in each heat as per GCR's
- The top thirty (30) point scorers will transfer to 3 finals. If riders are tied on points for the 30<sup>th</sup> position, the rider that finished the higher in the last heat will be awarded the position. If still tied, it will come down to the Fastest Overall Race Time for the last heat.
- Classes will be conducted over 3 Finals cumulatively scored, with points allocated in each race as per GCR's
- Series scoring will be cumulative over the nine (9) Finals to maximum of 225 points.
- If a tie on points occurs for any position in the series, the tying competitor who has the greatest number of higher placings in the series will be awarded the position.
- 50cc & 65cc will only race on day one.

11.6 **Senior Classes – Grid Positions if class entries exceed 30 riders**

When entry numbers in a class exceed thirty (30):

- Qualifying will be by timed practice
- Series scoring will be cumulative over the six (6) Finals to maximum of 150 points
- If a tie on points occurs for any position in the series, the tying competitor who has the greatest number of higher placings in the series will be awarded the position.
- Seniors will only race on day three.

11.7 Results will remain "Provisional" until ratified and confirmed by MNSW.

11.8 MNSW Medallions & Awards will be awarded to the overall place getters (1<sup>st</sup> to 3<sup>rd</sup>) in each Championship Class at the Night of Champions once series results have been ratified by MNSW.

12. **MACHINES AND RIDERS:**

- All machines entered must comply with the current GCR's for Motocross Competition.
- Multiple entry of the one Machine in the same Class of Competition is not permitted.
- Change of machine will be permitted provided that notice of change is given in writing to the Clerk of Course at least 15 minutes before the start of the race. Change of both rider and machine is not permitted. Substitute machine must have been passed at Scrutineering and be made available for engine measuring at the request of a MNSW official.  
NOTE: If changing machine, it is the responsibility of the rider to ensure transponder is on new machine.
- At each round, the machine entered and rider's helmets & body armour must successfully pass Scrutineering prior to taking part in practice or racing. Upon successful Scrutineering, each competitor must have a sticker placed on their equipment.
- Noise &/or Fuel Testing may be carried out at any time during this meeting.
- Measurement of Machines: The first four place getters and one random machine in the Overall Finals Results in each class on the day will be impounded after the final round of racing and may be Measured, Noise & Fuel Tested on the day by the appointed Official

13. **RIDING NUMBERS:**

- Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the Promoter's discretion.
- Once your riding number is allocated, there will be NO CHANGING the Riding Number before the event or on the day or throughout the series.
- All Number Plates on all Machines MUST comply with the GCR's.
- Late entries and single round entries may **not** be given their registered riding number or preferred number.

**14. GRID POSITIONS:**

Grid positions for the first final will be by peg draw, subsequent finals will be by finishing order from previous final. No 1 peg will give you first pick of the Grid, No 2 peg will give you second pick of the grid and so on. If a class has heats, all heats will be by peg draw as well as the first final in that class.

**15. RIDERS BRIEFING:**

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

The competitor and parent (if competitor under 18) must sign Riders' Briefing Sign On Card as confirmation of attendance.

**16. DRUG AND OR ALCOHOL TESTING:**

By order of MNSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

**17. CODE OF CONDUCT:**

All Competitors, Officials and Parents are reminded of the Motorcycling Australia - CODE OF CONDUCT (as stipulated in the current GCR's) which is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

**18. TIMETABLE:**

Meeting Starts/Gates Open – to coincide with times listed below:

There will be Sign On & Scrutineering as listed below:

Round 1 & 2

Round 3

Juniors – Friday afternoon from 3pm to 5pm	Juniors – Thursday afternoon from 3pm to 5pm
Juniors – Saturday morning from 7am to 8am	Juniors – Friday morning from 7am to 8am
Seniors – Sunday afternoon from 3pm to 5pm	Seniors – Saturday afternoon from 3pm to 5pm
Seniors – Monday morning from 7am to 8am	Seniors – Sunday morning from 7am to 8am

Riders Briefing: Immediately after Sign on/Scrutineering

Practice: Immediately after Riders Briefing

Racing: Immediately after Practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 7.00am each day, with the completion of the meeting for the participant being at the completion of his/her participation in the meeting, this will also include sign on/scrutineering times on day prior to racing.

**19. CIRCUIT DESCRIPTION:**

**Round 1 – Wollongong Scramble Circuit MVRG**

The main track is 1500m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise
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The 50cc Div 2 track is 750m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise
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**Round 2 – Hastings Valley Motorcycle Racing MVRG**

The main track is 1570m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise
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The 50cc Div 2 track is 900m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise
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**Round 3 – Awaba MVRG**

Details to be provided in Final Instructions for Round 3
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**20. STARTS:**

Clutch Start from self-penalising backward falling metal gate (30 gates)

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. Attention is drawn to 17.8.1.5 & 17.8.1.8 of GCR's

**21. RACING:**

Refer to Section 11 .

**22. NOISE:**

All machines must comply with the requirements of the GCR's and the Track Licence. Noise Testing may be carried out at any time during the meeting

Any other specific noise restrictions applying to each venue will be advised in final instructions for that round.

**23. GST:**

The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 48.5% of prize money over \$50.00 which is otherwise payable to you.

**24. SPECIAL NOTES AND WARNINGS:**

24.1 The Qualifying Criteria for Junior Riders is as follows:

- a. The Rider must have finished within the First 20 places at either the NSW Junior Motocross Championship or the Australian Junior Motocross Championship in the previous year, OR
- b. The Rider must have finished within the First 15 places at either a National Open Meeting or at any round of the Amcross Series or any round of the NSW Stadium Motocross Series held in the previous calendar year, (2009), OR
- c. If a rider has not qualified by these means, the rider must provide written confirmation that their performance would have achieved the qualifying criteria to compete in the State Championships.
- d. Qualifying list available on the MNSW website – [www.motorcycling.com.au](http://www.motorcycling.com.au) – follow the links to the MX State Titles website.
- e. The Exemption Form is available on the MNSW website, [www.motorcycling.com.au](http://www.motorcycling.com.au) – follow the links to the MX State Titles website. The exemption application will be reviewed by the MNSW Sports Committee; you must have your approval for exemption from the NSW MX Committee prior to entering each round.

Girls Only do not have to pre-qualify if they are entering girl's classes only. Girls that want to enter other classes must follow the criteria set above.

24.2 Age Requirement: A junior rider's age on 1<sup>st</sup> January 2010 will determine his/her age for competition that year. However, a rider may move to the next higher class when he/she becomes eligible to do so during the year, but once a rider moves to the higher age class in any competition, he/she may not go back to the lower age class. Points earned in a lower age class will not transfer to the higher class. This rule will apply to all riders up to and including 16 years old.

If you start in an age group at the beginning of the series, if you move up into the next age group during the year, you cannot drop back and finish the series

24.3 Log Books – Don't forget your Log Book must be handed in at Sign On.

24.4 No fuel permitted on the track, except in the tank of the competing motorcycle.

24.5 No dogs at the venue as per GCR's 4.1.4.5

24.6 Alcohol and glass containers will be confiscated at the Pit Gate.

24.7 No riders or crew members will be permitted on the track during practice/racing unless directed by an Official of the meeting.

24.8 There will be a designated Pit Board Area for Seniors only.

24.9 Full catering at each round from opening of gate.

24.10 Entrant Names will only be included in the program if the correct Entrant Number and Expiry Date is provided.

24.11 Riders entering this meeting may only withdraw from this meeting with reasonable cause (See Refund Policy)

24.12 All injuries must be reported to the MA Steward or Clerk of Course.



- 24.13 Any Junior rider unable to lift their machine unaided from horizontal to the vertical position will be excluded from that race as per GCR's 12.16.0.2
- 24.14 Smoking is strictly prohibited in areas where refuelling is permitted GCR's 12.9.4.3
- 24.15 Closed Footwear must be worn at all times in the Pit Area 17.1.7.1
- 24.16 COST OF REPLACING A LOST OR STOLEN TRANSPONDER IS \$610.00 PLUS POSTAGE AND INSURANCE
- 24.17 Camping – available at all rounds. Contact clubs for details.

Round 1	Wollongong MCC	Joy	42859852
Round 2	Hastings Valley MCC	Kristine	0418 110014
Round 3	Lake Macquarie MCC	Rob Darren	49512183 0438 512183

24.18 Flag Marshalls will be supplied by the Hosting Club.

**25. REFUND POLICY:**

Riders who notify up to 5 days before each round will receive a refund of the entry fee less a \$25.00 administration fee. The notification of withdrawal must be with reasonable cause. Notification must be received by phone call to Race Secretary on 0401 418 062 and then in writing to Race Secretary with Rider Name, Class and Riding Number and Contact Details via email to [statetitles@hotmail.com](mailto:statetitles@hotmail.com) (this email address will only be used for notification of withdrawal).

**DO NOT RING AFTER 8.30PM AND BEFORE 7.30AM**















**PARTICIPANT DECLARATION**

**CONTRACT TO PARTICIPATE IN THE 2010 NSW Motocross Championship**

**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):** .....

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

**DEFINITIONS**

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

**ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS**

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

**WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)**

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

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

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

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

**INDEMNITY AND RELEASE GIVEN TO ORGANISERS**

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
  - a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
    - i) that I participate in the meeting at my sole risk and responsibility;

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

**MEDICAL**

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

**PRIVACY**

10. I hereby consent to the collection of my personal information by the Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC, 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 Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC by contacting Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC at PO Box 224 St Clair 2759 or MNSW at PO BOX 9172 Harris Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

**PERSONAL HEALTH INFORMATION**

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

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

- iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**POLICIES AND REGULATIONS**

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

**EXECUTION**

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

**NAME (PRINT):** X.....

**SIGNATURE:** X..... **DATE:** .....

**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) Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC
- 5) Wollongong MCC, Hastings Valley MCC & Lake Macquarie MCC
- 6) Wollongong MCC, Hasting Council, State Forest of NSW
- 7) The Helmet Warehouse
- 8) Medical Provider
- 9) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

- Rd 1 – 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> April
- Rd 2 – 12<sup>th</sup>, 13<sup>th</sup> & 14<sup>th</sup> June
- Rd 3 – 9<sup>th</sup>, 10<sup>th</sup> & 11<sup>th</sup> July

**SCHEDULE 3:**

- Rd 1 – Mt Kembla Scramble Circuit MVRG
- Rd 2 – Hastings Valley Motorcycle Racing MVRG
- Rd 3 – Awaba MVRG