



**GUNNEDAH MOTORCYCLE CLUB INC
WILL CONDUCT
NSW SENIOR DIRT TRACK CHAMPIONSHIPS
ON 11TH & 12TH SEPTEMBER 2010**



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
NSW SENIOR DIRT TRACK CHAMPIONSHIPS	BALCARY PARK RACEWAY HUNTS LANE GUNNEDAH	11 TH & 12 TH SEPTEMBER 2010
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
GUNNEDAH MOTORCYCLE CLUB INC	15280 & 15281D	10/20060
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
JOANNE SLADE ASSISTANT: FIONA WOODHEAD	RACE SECRETARY PO BOX 151 GUNNEDAH 2380	ANTHONY DALL: 0434853218 FIONA WOODHEAD: 0267423182
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
TREVOR DARE	DENISE DALL	PAUL SLADE

1. ANNOUNCEMENT:

The *Gunnedah motor cycle club inc*, hereafter called the PROMOTER will conduct *2010 NSW senior Dirt Track Championships for Senior Dirt track solos and sidecars with junior supports* at *Balcary park raceway, on Saturday 11th and Sunday 12th September 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 10/20060 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.

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 *Wednesday 1st September 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 will be accepted.

3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

4. INSURANCE:

4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.

4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.

4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5. MEDICAL SERVICES:

"Beneficial Paramedic Medical Service"

6. ENTRY FEE:

- 6.1 *Senior \$90.00 Sidecars \$100.00 Junior \$50.00 Extra Classes \$20.00*
- 6.2 Payment by Cheque or money order only **NO** cash is to be sent in the mail. **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 *Gunnedah Motorcycle Inc.*
- 6.4 Please include a self-addressed, stamped envelope for confirmation of entry and the issuing of Entry Passes and any Final Instructions. **NO ENVELOPE - NO PASSES – NO FINAL INSTRUCTIONS.**

7. ENTRY PASSES:

*Solo & Quads will be 2 Passes
Sidecars will be 3 Passes*

8. CLASSES OF COMPETITION:

Championship Classes

Pro Lites	100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke, MX Frame & up to 250cc Slider 2Stroke and 4 Stroke
Pro Open	250cc 2-stroke & 450cc 4 stroke MX Frame
250 Slider	up to 250cc
MX open	500cc 2 stroke & over 460cc 4 Stroke, MX Frame
Unlimited open	unlimited MX & Slider
Women's open	unlimited capacity MX Frame
1100cc Dirt Track Sidecar	up to 1100cc Dirt Track sidecar
Quads Pro Opens	450cc 4 stroke, OEM Frame
Women's pro Open Quads	450cc 4 stroke OEM Frame
Quads Unlimited	Unlimited capacity, OEM frame
500cc Dirt Track Slider	Over250cc up to 500cc

Support Classes

Junior 65cc 7-u11yrs
Junior 85cc 2st to 150cc 4st 9-u11yrs std wheel only
Junior 85cc 2st to 150cc 4st 13-u16yrs std & big wheels
Junior 100cc to 150 2 stroke to 150 13-u16yrs
Junior 200cc to 250 4stroke 13-u16yrs

9. AWARDS AND PRIZEMONEY:

9.1 NSW senior championship classes

Prize money:

1 st	\$ 300.00
2 nd	\$150.00
3 rd	\$100.00

Plus Trophy for 1st, 2nd & 3rd

MNSW will present Medallions at the night of championships to be held late 2010

Junior Support Classes will all receive Trophies for 1st 2nd & 3rd

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 solos and 6 sidecars, Woman's class shall be 6,
- 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.

11. RACE FORMAT:

- 11.1 All events with one full grid will be run over (4) rounds, cumulative scored. For each event where there is more than one full grid there will be (3) rounds of racing with the (12) twelve solo & (6) six sidecars highest point scores proceeding to the final
- 11.2 Results will remain "Provisional" until ratified and confirmed by MNSW.

12. MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCR's for **Dirt Track** Competition.
- 12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3 Change of machine is allowed as long as the machine has not previously been ridden in the class by another rider and as long as the COC has been notified about the change.
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the GMCC discretion.
- 13.2 All Number Plates on all Machines **MUST** comply with the GCR's.



14. GRID POSITIONS:

- 14.1 Heats will be pre drawn and printed in the program. Riders
14.2 Grid positions for all finals will be selected by the riders with the highest point scorer choosing the grid position first, and so on in order of scores.

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement of practice and ALL Competitors MUST attend. Riders' Briefing Sign On sheets must be signed by the competitor as confirmation of attendance. if under 18 years must be signed by a parent or guardian

16. DRUG AND OR ALCOHOL TESTING:

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

17. CODE OF CONDUCT:

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

18. TIMETABLE:

Saturday

Gate's open 7am
Scrutineering 7.30am
Sign on 7.30am
Riders Briefing 9am
Practice will be 2 laps per class straight after riders briefing.
Racing will be straight after practice.

Sunday

Gate's open 7am
Scrutineering 7.30am
Riders Briefing 9am
Practice will be 2 laps per class straight after riders briefing.
Racing will be straight after practice.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **7.30am Saturday and Sunday** with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

740 meters Rolled oil clay base. Racing is Anti clockwise.

20. STARTS:

Drop Back Gates with a (10) Ten and (5) Five second Board

21. RACING:

Practice will be (2) two Laps Heats will be (3) three laps and Finals will be (4) four laps.

22. NOISE:

All machines must comply with the requirements of the GCR's and the Track Licence.

23. GST:

The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 48.5% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

24. SPECIAL NOTES AND WARNINGS:

- 24.1 **Presentations:** Straight after racing under canteen area.
24.2 **Facilities:** Canteen Facilities will be available on both days
Toilets and showers are available
Camping will be permitted on Friday and Saturday night **\$10.00** per camp site by pre booking only.
24.3 **Tyres:** No Nobby tyres allowed
24.4 **Admission Charges:** \$10.00 per adult \$5.00 per child under 16 and aged pensioners under 12 free
24.5 **Environmental Protection** Mats must be used as per GCRS 20.5.0.3
24.6 **BACK PROTECTORS ARE MANDATORY AS PER GCR'S (AND MUST BE WORN)**
24.7 No open footwear, alcohol, pushbikes and scooters in pit area until racing has concluded. This meeting will be conducted under a closed pit area. No children, under 16 years who are not competitors are not permitted in the pit area. Machines are not to be ridden in the pit area or car park.



**MOTORCYCLING AUSTRALIA LIMITED (“MA”)
DEED OF APPOINTMENT OF TEMPORARY GUARDIAN**

1. I/We _____ of _____ are the parent(s) or legal guardian(s) of _____ (“Minor”). The Minor wishes to enter _____ (“Event”) conducted by the parties in Schedule 1 below (“Organisers”). I/we consent to the Minor’s entry and participation in the Event.

2. I/We appoint and authorise _____ (“Guardian”) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.

3. I/We acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
 - (a) **the Minor may be injured, physically or mentally, and may be killed;**
 - (b) **the Minor’s machinery or equipment may be damaged, lost or destroyed;**
 - (c) **other competitors may ride dangerously or with lack of skill;**
 - (d) **track or event conditions may be hazardous and may vary without warning or predicability;**
 - (e) **the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;**
 - (f) **any policy of insurance of or in respect of the Minor’s life or physical or mental health may be voided;**
 - (g) **there may be no or inadequate facilities for treatment or transport of the Minor if injured; and**
 - (h) **entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.**

4. In consideration of the Organiser’s accepting the Minor as an entrant in the Event I/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:
 - (a) **that the Minor participates in the race meeting at my/our sole risk and responsibility;**
 - (b) **that the Minor accepts the venue as it stands with all or any defects hidden or exposed;**
 - (c) **that I/We indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor’s death or any injury loss or damage caused to the Minor or the Minor’s machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.**

5. I/We release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor’s participation in the Event.

6. I/We declare that the Minor is medically and physically fit and able to participate in the Event.

7. I/We authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.

8. I/We authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

SIGNED and DELIVERED by: _____)
 _____)
 in the presence of: _____)

.....
Witness



**GUNNEDAH MOTORCYCLE CLUB INC
WILL CONDUCT
NSW SENIOR DIRT TRACK CHAMPIONSHIPS
ON 11TH & 12TH SEPTEMBER 2010**



ENTRY FORM

Entrant: MA Lic. No:..... MA Lic. Expiry Date

Rider's Surname: Rider's First Name:

MA Lic. No:..... MA Lic. Expiry Date:.....

Address:

Post Code: Club: Grade:

If under 18 years – Date of Birth:

Registered Competition No: If Not Registered, Preferred No:

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

Passenger's Surname:..... Passenger's First Name:

MA Lic. No: MA Lic. Expiry Date:.....

Address:

Post Code: Club: Grade:.....

If under 18 years – Date of Birth:

Registered Competition No: If Not Registered, Preferred No:

☎ (Home) (Work) (Mobile).....

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>
PRO LITES			
Pro Open			
250 Slider			
MX open			
Unlimited open			
Women's open			
100cc Dirt Track Sidecar			
Quads Pro Opens			
Women's pro open Quads			
Quads Unlimited			
500cc Dirt Track Slider			
Support Classes			
Junior 65cc 7-u11yrs			
Junior 85cc 2st to 150 4st 9 u13 yrs std & big wheels			
Junior 85cc 2st & 150 4st 13-u16yrs std & big wheels			
Junior 100cc to 150 2 stroke to 150 13-u16yrs			
Junior 200cc to 250 4stroke 13-u16yrs			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR's), THE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART), THE BY-LAWS OF MNSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

ENTRY FEES: SENIOR \$90.00 SIDECAR \$100.00 JUNIOR \$50.00 EXTRA CLASS \$20.00 **TOTAL PAYABLE = \$.....**

POST ENTRY TO: RACE SECRETARY Po Box 151 GUNNEDAH 2380)

_____ RIDERS NAME _____ SIGNATURE _____ DATE

_____ PASSENGERS NAME _____ SIGNATURE _____ DATE

_____ PARENT / GUARDIAN NAME _____ SIGNATURE _____ DATE

PLEASE TICK ONE

I AM A PROFESSIONAL RIDER AND MY ABN IS: _____
 MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE NSW Senior Dirt Track Championships

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

1. I THE UNDERSIGNED (see below):

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

DEFINITIONS

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

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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

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

NOTE: The death 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 **Gunnedah Motorcycle club inc**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Gunnedah Motorcycle 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 **Gunnedah Motorcycle Club Inc** by contacting **Gunnedah Motorcycle club inc at PO Box 151 Gunnedah 2380** 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) Gunnedah Motorcycle Club Inc
- 5) Gunnedah Motorcycle Club Inc
- 6) Balcary Park
- 8) Beneficial Paramedic Medical Service
- 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:

11th & 12th September 2010

SCHEDULE 3:

Balcary Park raceway



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE NSW Senior Dirt Track Championships
WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

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

DEFINITIONS

2. In this declaration:
 - 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) 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:
 - 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 Gunnedah Motorcycle club Inc, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

My personal information by Gunnedah Motorcycle 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 Gunnedah Motorcycle club Inc by contacting Gunnedah Motorcycle club Inc at Po Box 151 Gunnedah 2380 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 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. IWE 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 MA, including, without limitation, the MA anti-doping policy.
16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting IWE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if IWE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Gunnedah Motorcycle Club Inc
- 5) Gunnedah Motorcycle Club Inc
- 6) Balcary Park
- 8) Beneficial Paramedic Medical Service
- 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:
 11th & 12th September 2010

SCHEDULE 3:
 Balcary Park raceway

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