



LOWER MOUNTAINS MOTORCYCLE CLUB

WILL CONDUCT

HAPPY VALLEY SPRINGS

OPEN MX

ON 13TH & 14TH OCTOBER 2007



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
HAPPY VALLEY SPRINGS OPEN MX	HAPPY VALLEY SPRINGS LOT139 BELLS LINE OF ROAD CLARENCE NSW 2790	SATURDAY 13 TH & SUNDAY 14 TH OCTOBER 2007
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
LOWER MOUNTAINS MOTORCYCLE CLUB	12136	07/17067
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
MAREE KIRBY	PO BOX 267 OBERON NSW 2787	0263362202 OR 0419116085
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
JIM EWEN	LEIGH COX	IAN HAYES

1. **ANNOUNCEMENT:**

The Lower Mountains Motorcycle Club, hereafter called the PROMOTER will conduct *Happy Valley Springs Open MX* for Junior & Senior Competitors at the *Happy Valley Springs Lot 139 Bells Line of Road Clarence NSW 2790*, on *Saturday 13th and Sunday 14th October 2007*.

2. **JURISDICTION:**

2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 07/17067 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 **Friday 5th October 2007.**

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:

PARAMEDICAL SERVICES FROM 8.00AM TO THE END OF RACING SATURDAY AND SUNDAY.

6. ENTRY FEE:

- 6.1 SENIOR \$65.00 EXTRA CLASS \$30.00 JUNIOR \$55.00 EXTRA CLASS \$25.00
- 6.2 Payment by CHEQUE OR MONEY ORDER only. **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 *LMMCC 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:

1 PASS FOR RIDER AND 1 PASS FOR MECHANIC

8. CLASSES OF COMPETITION:

SENIOR CLASSES

SENIOR PRO – LITES

SENIOR PRO OPEN

SENIOR 125CC C GRADE

SENIOR 250CC C GRADE

SENIOR 250CC 4 STROKE

SENIOR 251CC & OVER 2& 4 STROKES

OVER 30 YEARS

OPEN C GRADE

WOMEN'S CLASS

JUNIOR CLASSES

50CC DIVISION 2 7 - U/9 YEARS

65CC 7 – 9 YEARS

65CC 10 – U/13 YEARS

85CC 9 – U/12 YEARS

85CC 12 – U / 16 YEARS

125CC 13 – U / 16 YEARS

9. AWARDS AND PRIZEMONEY:

JUNIOR CLASSES WILL BE AWARDS 1ST, 2ND, 3RD, 4TH PLACES WITH TROPHIES

SENIOR CLASSES

PRO- LITES 1ST \$200.00 2ND \$150.00 3RD \$100.00 4TH \$50.00

PRO- OPEN 1ST \$200.00 2ND \$150.00 3RD \$100.00 4TH \$50.00

C GRADE 125CC 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

C GRADE 250 CC 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

250CC 4 STROKE 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

251 & OVER 2 & 4 STROKES 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

OVER 30 YEARS 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

C GRADE OPEN 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

WOMEN'S CLASS 1ST \$150.00 2ND \$100.00 3RD \$50.00 4TH \$25.00

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be TEN {10}
- 10.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to MNSW approval.

11. RACE FORMAT:

- 11.1 Practice will be 3 laps
- 11.2 racing will be 5 rounds of 5 laps. If class has heats there will be 4 rounds of 5 lap races. Finals will be 6 laps of top 30 bikes. Non- qualifiers in senior open class will have a 5 lap race in last round

11.3 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 motocross Competition.
- 12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3 Change of machine will be permitted provided that notice of change of machine is given in writing to the clerk of course at least **15 minutes before the start of the race.** Change of rider and machine not permitted. Substitute machine must have passed at scrutineering.

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 club's discretion.
- 13.2 All Number Plates on all Machines **MUST** comply with the MOM'S.

14. GRID POSITIONS:

Grid positions will be determined by pegs for first round then by results of last race.

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.

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 MOM'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 SIGN -ON & SCRUTINEERING FROM 10.00 AM TO 11.00 AM

RIDER'S BRIEFING 11.15 AM PRACTICE 11.30AM

RACING WILL COMMENCE AFTER PRACTICE.

SUNDAY SCRUTINEERING FROM 7.30AM TO 8.15AM

NO PRACTICE UNLESS TRACK CHANGES OCCUR

RACING FROM 8.30 AM

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **7.00AM** with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

*TRACK MAN – MADE MOTOCROSS CIRCUIT CONSTRUCTED OF DIRT AND SAND 1600 METRES IN LENGTH
ANTI- CLOCKWISE DIRECTION.*

20. STARTS:

CLUTCH START FROM 30 RIDER IN GROUND SELF- PENALISING BACKWARD FALLING METAL GATES

MX/SX PROCEDURE – A 15 Second Board will be displayed to all riders. At the end of 15 seconds a 5 second board will be displayed. After a full 5 seconds, but not exceeding 10 seconds, the gates will drop.

21. RACING:

PRACTICE WILL BE 3 LAPS

RACING WILL BE 5 LAPS EACH CLASS, IF HEATS IN ANY CLASS, HEATS WILL BE 5 LAPS FINALS WILL BE 6 LAPS

22. NOISE:

All machines must comply with the requirements of the MOM'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 **Presentation** will be at the conclusion of racing on Sunday.

24.2 **Facilities:** TOILETS FACILITIES AND CANTEEN AVAILABLE BOTH DAYS FROM 7.00AM



**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

Schedule 1: FIM, MA, [relevant SCB], [relevant promoter], [relevant land controller], [relevant sponsor(s)]



LOWER MOUNTAINS MOTORCYCLE CLUB
WILL CONDUCT
HAPPY VALLEY SPRINGS OPEN MX
ON SATURDAY 13TH & SUNDAY 14TH OCTOBER



2007
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).....

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>
50CC DIVISION 2 7-U/9 YEARS			
65CC 7-9 YEARS			
65CC 10-U/13 YEARS			
85CC 9 – U/12 YEARS			
85CC 12- U/16 YEARS			
125CC 13 – U/16 YEARS			
SENIOR PRO- LITES			
SENIOR PRO- OPEN			
C GRADE 125CC			
C GRADE 250CC			
250CC 4 STROKE			
OVER 251CC 2 &4 STROKE			
C GRADE OPEN			
OVER 30 YEARS			
WOMEN'S CLASS			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (MOM'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:

TOTAL PAYABLE = \$.....

POST ENTRY TO:

RACE SECRETARY PO BOX 267 OBERON NSW 2787

_____	_____	_____
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 HAPPY VALLEY SPRINGS OPEN MX

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 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 Lower Mountains Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Lower Mountains Motorcycle Club, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by Lower Mountains Motorcycle Club by contacting Lower Mountains Motorcycle Club at PO BOX 267 Oberon NSW 2787 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) Lower Mountains Motorcycle Club
- 5) Happy Valley Springs Clarence
- 6) Lower Mountains Motorcycle Club
- 7) Paramedical Services.

- 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:

Happy Valley Springs Open Mx on Saturday 13th & Sunday 14th October 2007 from 7.00 am

SCHEDULE 3:

Lot 139 Bells Line of road Clarence NSW 2790

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE < Lower Mountains Motorcycle Club

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

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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

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

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

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

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - that I participate in the meeting at my sole risk and responsibility;
 - that I accept the Venue as it stands with all or any defects hidden or exposed;
 - that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
 - I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
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 <Lower Mountains Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

my personal information by <A LMMCC, 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 LMMCC by contacting <P O BOX 267 Oberon NSW 2787or 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.

- I ACKNOWLEDGE that:**
 - If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION** of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

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

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- <Lower Mountains Motorcycle Club
- <Happy Valley Springs Clarence
- <Lower Mountains Motorcycle Club
- PParamedical Services

17. 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

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

SCHEDULE 2:

HAPPY VALLEY SPRINGS OPEN MX ON SATURDAY 13TH & SUNDAY 14TH OCTOBER, 2007
 LOT 139 BELLS LINE OF ROAD CLARENCE NSW 2790 FROM 7.00AM-

SCHEDULE 3

LOT 139 BELLS LINE OF ROAD CLARENCE NSW 2790

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