



**MOREE MOTORCYCLE CLUB
POWERED BY "ONLY JUICE CO"**

**WILL CONDUCT
BOOLOOROO OPEN**

MOTOCROSS



ON 26TH FEBRUARY 2012

SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
BOOLOOROO OPEN MOTOCROSS	BOOLOOROO WEIR MOTOCROSS TRACK NEWELL HIGHWAY MOREE NSW 2400	26 TH FEBRUARY 2012
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
MOREE MOTORCYCLE CLUB	16152, 16153, 16154D, 16155D	12/31006
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CLUB CONTACTS.</u>
ANN PLUMB	PO Box 653 MOREE NSW 2400	WENDY WOODS 0267529048 RORY JOHNSON 0427145554 CLUB MOBILE 0437778020 NEIL LODER 0429 033532
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
DES PLUMB	JOHN ARMSTRONG	BRUCE RANKIN

1. ANNOUNCEMENT:

The Moree Motorcycle Club, hereafter called the PROMOTER will conduct the Boolooroo Motocross at the Boolooroo Weir Motocross Track, Moree on 26th February 2012.

2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 1/31006 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.
If you own a transponder and your child is riding a second bike, you will have to hire the second transponder.
- 2.3 Age Requirement –
The age of the junior rider will be determined by the age of the rider as at 1st January 2012.
- 2.4 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.
- 2.5 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 22nd February 2012.
- 3.2 In the event of unsuitable weather the promoter reserves the right to postpone this event and if so the event will be rescheduled to a date to be advised. If this transpires all entry fees will be carried forward to the new meeting date. 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. In the event that a rider is unable to attend on the rescheduled date then entry fee may be reimbursed.
- 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 PROMOTING CLUB AND WILL INCUR A \$25 LATE ENTRY FEE. ALL ENTRIES ON OR BEFORE THE CLOSING DATES WILL NOT INCUR A PENALTY FEE.
- 3.5 All Entrant licence numbers and expiry dates must be included on the entry form if they are to be included in any programs.
- 3.6 Riders entering this meeting may only withdraw from this meeting with reasonable cause.
- 3.7 All injuries must be reported to the MA Steward or Clerk of Course

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:

St Johns/NSW Ambulance will be in attendance from the start of practice until the completion of racing.

6. ENTRY FEE:

- 6.1 Nippers Div 1 \$40, Juniors \$60, additional class \$25 – includes flag marshall fee of \$10
Seniors \$85, additional class \$40 – includes flag marshall fee of \$10
- 6.2 Payment by cheque or money order only. **ANY FEES FOR DISHONOURD CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
- 6.3 Cheques and Money Orders are to be made payable to the Moree Motorcycle Club.
- 6.4 Final Instructions will be posted on Moree Motorcycle Club Website www.moreemotorcycleclub.com.au
- 6.5 Please note entry funds received will not be banked until after the event however a riders entry list will be placed on our website updated weekly to confirm receipt of entry.

7. ENTRY PASSES:

Not Required

8. CLASSES OF COMPETITION:

- 8.1 Div 1
- Div 2
- 65cc 7-9yrs
- 65cc 10-12yrs
- 85cc 2 stroke/150cc 4st 9-11yrs/Mini Lites (standard wheel)
- 85cc 2st/150cc 4st 12-13yrs/Mini Lites (standard/big wheel)
- 85cc 2st/150cc 4st 14-15yrs/Mini Lites (standard/big wheel)
- Junior 125cc-150cc 2st/250cc 4st 13-14yrs/Junior Lites
- Junior 125cc-150cc 2st/250cc 4st 15yrs/Junior Lites
- Womens All Powers
- Clubman Lites u250cc 2st/250cc 4st/C Grade
- Clubman Open ov250cc 2 st/ov255cc 4st/C Grade
- Vets over 35
- Pro Lites u250cc 2st/250cc 4st
- Intermediate Lites u250cc 2st/250cc 4st
- Pro Open ov250cc 2st/ov255cc 4st
- Intermediate Open ov250cc 2 st/ov255cc 4st
- Please note a 250cc 2 St can only be ridden in one (1) class**
- Senior Dash for Cash

9. AWARDS AND PRIZEMONEY:

- 9.1 Div 1 – Trophies for all riders
- Div 2 – Trophies upto 5th place
- All other Junior classes will be trophies 1st 2nd 3rd & 4th placing only
- Women’s All Powers 1st \$200, 2nd \$150, 3rd \$100
- Vets Over 35 1st \$200, 2nd \$150, 3rd \$100
- Clubman Lites u250cc 2st/250cc 4st/C Grade 1st \$200, 2nd \$150, 3rd \$100
- Clubman Open ov250cc 2 st/ov255cc 4st/C Grade 1st \$200, 2nd \$150, 3rd \$100
- Pro Lites u250cc 2st/250cc 4st 1st \$500, 2nd \$300, 3rd \$200
- Intermediate Lites u250cc 2st/250cc 4st 1st \$300, 2nd \$200, 3rd \$100
- Pro Open ov250cc 2 st/ov255cc 4st 1st \$500, 2nd \$300, 3rd \$200
- Intermediate Open ov250cc 2 st/ov255cc 4st 1st \$300, 2nd \$200, 3rd \$100

**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.
- 10.3 Classes may be combined dependant on numbers but will be scored separately.

11. RACE FORMAT:

- 11.1 Practice will be 3 laps per class, with lap 1 under **full yellow flag – no jumping – no passing**
- 11.2 Seniors will be run together for practice with the maximum number of riders on the track at any time not to exceed individual track requirements.
- 11.3 Racing for Div 1 will be 5 laps of a shortened course
- 11.4 Racing for Div 2 will be 3 x 7min of a shortened course
- 11.5 Racing for Junior Classes will be 3 x 7min + 1 lap motos
- 11.6 Racing for Clubman Lites, Clubman Open and Vets will be 3 x 9min + 1 lap motos
- 11.7 Racing for Pro/Intermediate Lites and Open will be 3 x 15min + 1 lapmotos.
- 11.8 Number of laps will be at the discretion of the Clerk of the Course, depending on the circumstances on the day.
- 11.9 Racing for Dash for Cash will be 2 laps only
- 11.10 Results will remain “provisional” until ratified and confirmed by MNSW.
- 11.11 There will only be one grid of a maximum of 40 riders in each class. If there are over 40 entries in any one class, additional entrants will be notified and a full refund will occur. The promoter reserves the right to return entries and will do so on the basis of the date entries are received.
- 11.12 Race Order – will be determined based on entries and will be announced on the day
- 11.13 Scoring will be as per GCR’s – 25 points will be allocated for the overall 1st place at the end of the meeting, 22 points for second and so on, to be accumulated over the legs with the maximum possible being 75 points being achieved per class.

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 In the event of bike failure, permission to substitute a machine will be permitted at the discretion of the Clerk Of Course. Request for such substitution must be made in writing at least 10 minutes before the next race. Substitute machine must have passed scrutineering and be no greater capacity than the originally submitted machine.
- 12.4 It is compulsory for all Juniors to wear commercially manufactured Body Armour and it is highly recommended that seniors also wear it.
- 12.5 Noise &/or Fuel Testing may be carried out at anytime 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 Moree Motorcycle Clubs discretion.
- 13.2 All Number Plates on all Machines MUST comply with the GCR’s.
- 13.3 Numbers on all bikes MUST be clearly visible both front and side if they wish to be scored in a race.
- 13.4 All Riders are to have back numbers.

14. GRID POSITIONS:

- 14.1 Peg draws for all motos. Pegs will be drawn by an official and handed to the rider or placed on the motorcycle.

15. RIDERS BRIEFING:

- 15.1 A Riders’ Briefing will be held prior to the commencement of racing and ALL Competitors MUST attend. Riders’ Briefing Sign On sheets must be signed by the competitor/parent/guardian as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:



- 16.1 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:

- 17.1 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 – 25th Feb 2012

Sign on & Scrutineering between 3pm – 6pm

Sunday – 26th Feb 2012

Sign on & Scrutineering between 6.30am – 8am

Marshalls Briefing 8am – attendance is compulsory

Riders Briefing 8.15am – attendance is compulsory

Practice 8.30am

Race Start Immediately Following Practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be Saturday 3pm – 6pm and Sunday from 6:30am with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

- 19.1 Boolooroo is a man made motocross track which runs anticlockwise slight undulation loam to black soil intermediate to hard surface with a track length of 2.2kms excluding Div 1 & 2 50cc.

20. STARTS:

- 20.1 All starts are from backward falling self penalising gates (40) gates.
MX/SX PROCEDURE – A 2 minute board will be displayed to all riders. At the end of the 2 minutes 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. NOISE:

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

22. GST:

- 22.1 The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or the sport as a hobby the promoter may withhold 48.5% of prize money over \$50.00 that 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.

23. SPECIAL NOTES AND WARNINGS:

- 23.1 Presentation - There will be a presentation for both Senior & Junior Riders at the conclusion of Round 3.
23.2 **Age Requirement** – A Junior rider's age on 1st January 2012 will determine his/her age for competition for 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 a 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 upto and including 16 years old.
23.3 **Log Books** – Don't forget your logbook must be handed in at sign on.
23.4 No fuel is permitted on the track, except in the tank of the competing motorcycle.
23.5 No Alcohol is permitted.
23.6 No Riders or Crew members will be permitted on the track during practice/racing unless directed by an Official of the meeting.
23.7 There will be a designated pit board area for Seniors Only
23.8 Smoking is strictly prohibited in areas where refuelling is permitted GCR's 12.9.4.3
23.9 **Closed Footwear must** be worn at all times in the **Pit/Paddock** Area 17.1.7.1
23.10 **Admission Charges** – At the commencement of practice a spectator fee of \$10 per person or \$20 per family will be incurred.



- 23.11 **Camping** – is available with toilet facilities in the designated area only. This will be well signed. A 9pm curfew will be enforceable for all children under 18 years camping at the track. Children are to be back at their camp by 9pm. Security will be on site on Saturday night to enforce curfew.
- 23.12 **Animals** – Animals are not permitted within the confines of the complex during the conduct of the meeting unless they are being used by a person to assist in disability.
- 23.13 **Protests and Appeals** – All protests and appeals must be in accordance with GCR Chapter 5.
- 23.14 **Facilities** – Full catering facilities including breakfast will be available.
- 23.15 Pit area is for riders and their pit crew only.
- 23.16 The riding of machines in the pit/paddock area is only permitted within the marked lanes and only at walking pace. Where there are no lanes, riders **MUST** get off their bikes and push them.
- 23.17 Riding in the car park of spectator area is strictly prohibited.
- 23.18 Pushbikes and Scooters are not allowed in the pit/paddock area.
- 23.19 The carrying and consumption of alcohol in the pit/paddock area is prohibited.
- 23.20 These rules are for everyones protection and are enforceable. A breach of any of these rules will incur a penalty to or exclusion of the corresponding competitor.

24. REFUND POLICY:

- 25.1 Riders who notify upto 5 days before round will receive a refund of the entry fee less a \$25 administration fee. The notification of withdrawal must be with reasonable cause. Notification must be received by email to the Race Secretary at thriftpm@bigpond.com.au



**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)]



MOREE MOTORCYCLE CLUB
POWERED BY "ONLY JUICE CO"
WILL CONDUCT
BOOLOORO MOTOCROSS OPEN
ON 26TH FEBRUARY 2012
ENTRY FORM



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

Contact: Telephone: (Email)

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) (Email)

CLASSES	MACHINE	CAPACITY	AGE	FEES PAYABLE
50CC DIV 1				
50CC DIV 2				
65CC 7-9YRS				
65CC 10-12YRS				
85CC 2 STROKE/150CC 4ST 9-11YRS/ MINI LITES (STANDARD WHEEL)				
85CC 2 STROKE/150CC 4 ST 12-13YRS/ MINI LITES (STANDARD/BIG WHEEL)				
85CC 2 STROKE/150CC 4 ST 14-15YRS/ MINI LITES (STANDARD/BIG WHEEL)				
JUNIOR 125CC-150CC 2ST/250CC 4ST 13-14YRS/ JUNIOR LITES				
JUNIOR 125CC-150CC 2ST/250CC 4ST 15YRS/ JUNIOR LITES				
WOMENS ALL POWERS				
CLUBMAN LITES U250CC 2ST/250CC 4ST/ C GRADE				
CLUBMAN OPEN OV250CC 2 ST/OVER255CC 4ST/ C GRADE				
VETS OVER 35's				
PRO LITES U250CC 2ST/250CC 4ST				
INTERMEDIATE LITES U250CC 2ST/250CC 4ST				
PRO OPEN OV250CC 2 ST/OV 255CC 4ST				
INTERMEDIATE OPEN OV250CC 2 ST/ OV 255CC 4ST				
SENIOR DASH FOR CASH				
SUBTOTAL				
TOTAL PAYABLE				

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: NIPPERS DIV 1 \$40, JUNIORS \$60, ADDITIONAL CLASS \$25, SENIORS \$85, ADDITIONAL CLASS \$40 – INCLUDES FLAGGING FEE

TOTAL PAYABLE = \$.....

POST ENTRY TO:

RACE SECRETARY,
 MOREE MOTORCYCLE CLUB
 Po Box 653 Moree NSW 2400

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 Boolooroo Open 2012

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 Moree Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Moree 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 Moree Motorcycle Club by contacting Moree Motorcycle Club at Po Box 653 Moree NSW 2400 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) Moree Motorcycle Club
- 5) Moree Motorcycle Club
- 6) Moree Motorcycle Club
- 7) Moree Motorcycle Club
- 8) St Johns/NSW Ambulance
- 9) N/A
- 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:
 26th February 2012

SCHEDULE 3:
 Boolooroo Weir MX Track



MOTORCYCLING NSW LIMITED
PO BOX 9172 HARRIS PARK NSW 2150
T 02 96359177 F 02 96355277 E mnsw@motorcycling.com.au



PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE Booloeroo Open 2012
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:
- "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;
 - "Indemitees" 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 Indemitees 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 Indemitees.

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 Indemitees 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 Indemitees, 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 Indemitees 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 Indemitees 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 Indemitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemitees 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 Moree Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

my personal information by Moree 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 Moree Motorcycle Club by contacting Moree Motorcycle Club at PO Box 653 Moree NSW 2400 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:

- 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 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:**
- 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 **IWE HEREBY INDEMNIFY AND RELEASE** the Indemitees 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

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Moree Motorcycle Club
- Moree Motorcycle Club
- Moree Motorcycle Club
- Moree Motorcycle Club
- St Johns/NSW Ambulance
- N/A
- 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
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

26th February 2012

SCHEDULE 3:

Booloeroo Weir MX Track

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