



Australian

Moto-

Trials

Championship

SHERCO Motorcycles



The *SHERCO Motorcycles*
2010 Australian Moto-Trials Championships
Saturday 21st & Sunday 22nd August 2010
Thunderbird Park ~ Mt Tamborine ~ Qld.



The 2010 Australian Moto-Trials Championships

Supplementary Regulations (Pages 3-9)

Entry Form* (Page 10)

Presentation Dinner Ticket and Merchandise Order Form** (Page 11)

Motorcycling Australia Participant Declaration Form* (Page 12)

* Must be completed, returned and received by last post **Friday 6th August 2010.**

** Please assist the Organizers by completing and returning along with your Entry and Declaration forms.

SUPPLEMENTARY REGULATIONS

EVENT: The *SHERCO Motorcycles*
2010 Australian Moto-Trials Championships

DATE: Saturday 21st & Sunday 22nd August 2010

VENUE: Thunderbird Park
Tamborine Mountain Road
Tamborine Mountain Qld 4272
Refidex Map 13, N4 (Gold Coast District)

MA PERMIT NUMBER: MA 0825

EVENT CONTACT Robert Eyres 07-3272 8801
Don Rolands 07-5546 9292
rolandsfamily1@bigpond.com

EVENT KEY OFFICIALS

Steward	Ralph Freeman
Clerk of Course	Trevor Bennett
Race Secretary	Don Rolands



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1. ANNOUNCEMENT

The Qld Moto-Trials Sub Committee, hereafter called the Promoter will conduct The SHERCO Motorcycles 2010 Australian Moto-Trials Championships at Thunderbird Park ~ Mt Tamborine ~ Qld, on Saturday 21st & Sunday 22nd August 2010.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit Number MA 0825 and is open to holders of current MA "National" and "Restricted National" Licences. Competitors from other countries should be holders of an FIM licence and the appropriate clearance and insurance.

2.2 The meeting will be held in accordance with the 2010 General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA, and any instructions issued at the riders briefing by the Clerk of the Course. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	Ralph Freeman
Clerk of Course	Trevor Bennett
Race Secretary	Don Rolands
Scrutineer	Graeme Searle
Eligibility Scrutineer	Mike Riley

4. ENTRIES

4.1 **Entries are now open and close last mail Friday 6th August 2010. Late entries will not be accepted.**

4.2 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 MA.

4.3 Only entries received on the official entry form that is accompanied by the correct fee will be accepted.

4.4 Entry fees will only be refunded if a rider informs the Promoter in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

5. ENTRY FEES

5.1	Open Solo	\$136.00	Post Classic	\$136.00	Youth	\$90.00
	Open Sidecar	\$136.00	Classic	\$136.00	Open Junior	\$90.00
	Masters	\$136.00	Women	\$136.00	Junior Women	\$90.00
	Veteran	\$136.00	Minders	\$50.00	Junior (7-12yrs)	\$90.00
			Team Nomination	\$50.00		

5.2 Payment by **cheque or money order** only. Any fees for dishonoured cheques will be the responsibility of the entrant.

5.3 Cheques and Money Orders are to be made payable to the : MQ TRIALS SUB COMMITTEE

6. ENTRIES TO BE SENT TO

Please send all entries to:
The Competition Secretary
Don Rolands
PO Box 644
Jimboomba
Qld 4280

7. INSURANCE

7.1 National Personal Accident Scheme provides basic cover for death and permanent disability.

7.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

8. MEDICAL SERVICES

8.1 Queensland Ambulance Service will be in attendance.

9. SCRUTINEERING / MACHINE EXAMINATION

9.1 Scrutineering will begin at 7.00am on both days, and close at 8.45am Sharp each day.

9.2 All machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

9.3 Current competition licences and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.

9.4 An appointed eligibility scrutineer will be present on both days for the purpose of checking Classic and Post classic machine eligibility.

9.5. Competitors are allowed to ride their machine from their parking area to the Scrutineering area at a slow and safe pace. A warm-up area will be provided and open prior to scrutineering each morning of competition.

9.6 In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

9.7 MACHINE ELIGIBILITY GUIDANCE

In response to the concerns of riders regarding machine eligibility, the organizing committee has agreed to issue the following guidelines:-

CLASSIC (Pre '65)

Front Forks

Fork sliders and yokes to be Pre'65 design only.
No Bultaco, Ossa, Yamaha, etc or BSA/Triumph "4-stud"

Wheels

Hubs to be Pre'65 design only. No Bultaco, Ossa, Yamaha, etc.
No twin-leading shoe brakes.

Engine/Gearbox

No reed valves, No hydraulic clutch operation.
No BSA/Triumph B25 type square fin barrel/head.

Carburetors

Amal Concentric Mk1 acceptable. No Mk2 Concentric's
No Japanese or Italian carburetors on British machines.
(Non British machines will be allowed non-British carburetors equivalent to Mk1 concentric)

POST CLASSIC (Twin shock)

Carburetors

Carburetors to be Pre '86 design only.

10. CLASSES OF COMPETITION

10.1 The following classes of competition will be offered: Open Solo; Open Sidecar; Youth; Masters; Veteran; Women; Post Classic; Classic; Open Junior; Junior 7-12yr; Junior Women.

10.2 **Youth** class is for competitors aged 16years to under 21years as at Saturday 21st August 2010.

Masters class is for competitors aged 35yrs and above as at Saturday 21st August 2010.

Veterans class is for competitors aged 40yrs and above as at Saturday 21st August 2010. Venerables handicap applies.

Open Junior and **Junior Women** classes are for competitors aged 13yrs to under 16yrs on January 1st 2010.

Junior 7-12yrs class is for competitors aged 7 to under 13 years on January 1st 2010.

Classic (Pre '65) class is for machines manufactured before 31st December 1964. Spanish manufactured machines **may not** compete in this category.

Post Classic (Twin Shock) class is for machines manufactured before 31st December 1986

10.3 Non-Resident riders wishing to compete must produce authorization and obtain the relevant clearance from their FMN. They must provide their own insurance and ambulance cover.

10.4 With the exception of NZ entrants, all other Non-Resident or invitational riders must enter as Non-Competitive.

11. ENTRIES TO CONSTITUTE A CLASS

11.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be 5

11.2 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 prizemoney, will be at the discretion of the promoter subject to MA approval.

12. TEAMS CHAMPIONSHIP

12.1 A team's championship will be conducted as part of this event. Each team shall consist of four riders, each from a separate class.

12.2 Teams shall fit into one of the following categories: State team, Trade team or Club team. Teams must be nominated by the closing date of entries, and no changes shall be permitted after this date.

12.3 Each team nominated shall attract a team nomination fee of \$ 50.00.

12.4 Each competitor may enter a maximum of twice in each category of team. That is, a rider can be in a maximum of six teams, two State teams, two Trade teams and two Club teams.

12.5 Total team scores will be calculated by allocating one point to each team member for each position they finish above last place in their respective class. The last placed finisher in each class will receive 1 point, second last will receive 2 points, third last will receive 3 points, etc. For example, in a class of 25 finishers, 1st place would receive 25 points towards their team score.

12.6 The team with the highest total team score shall be the winner.

13. EVENT SCHEDULE

13.1 START TIMES

	<u>Sat 21st August 2010</u>	<u>Sun 22nd August 2010</u>	
Machinery Examination	7.00am to 8.45am	7.00am to 8.45am	
Rider Briefing	9:00am	9.00am	(or by order of the Clerk of Course)
Start time	10:00am	9.30am	(or by order of the Clerk of Course)
Sections Close	4.00pm	3.30pm	(or by order of the Clerk of Course)
Finish time	4.15p.m.	3.45pm	(or by order of the Clerk of Course)

ALL COMPETITORS MUST ATTEND RIDERS BRIEFING ON BOTH DAYS OF COMPETITION

13.2 All sections will be closed at the advertised time. If a competitor is attempting a section at the designated closing time he/she will be permitted to complete that section. However any rider astride their machine and in a queue at the section entrance at the designated closing time he/she will not be permitted to complete that section.

13.3 All score cards must be handed to the scorers prior to the finish time for each day as listed above, otherwise penalties as per GCR's will be applied.

13.4 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.30am on both days of competition with the completion of the meeting for the participant being when the participant has vacated the venue (and does not return) on each day of competition.

14. AWARDS

14.1 Trophies will be awarded to the following place getters:

Open Solo	1 st to 10th place
Open Sidecar	1 st to 5th place
Youth	1 st to 5th place
Masters	1 st to 5th place
Veteran	1 st to 5th place
Women	1 st to 5th place
Post Classic	1 st to 5th place
Classic	1 st to 5th place
Open Junior	1 st to 5th place
Junior Women	1 st to 5th place
Junior 7-12	1 st to 5th place

14.2 The promoter reserves the right to vary these awards depending on the number of entries in each class.

14.3 Team awards and special awards as determined by the promoter and MA medallions as per the GCR's will also be presented.

15. GST

The Goods and Services Tax affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prizemoney 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.

16. PRESENTATIONS

16.1 Awards will be presented after the presentation dinner, which will be held at Thunderbird Park on Sunday 22nd August. Please pre-order your presentation dinner tickets as only a very limited number will be available for sale on the weekend of the event.

16.2 It is anticipated that the trophy presentation will begin at approximately 7.30pm.

17. MACHINES AND RIDERS

17.1 All machines entered must comply with the current GCRs for Moto-Trials competition and these supplementary regulations.

17.2 Multiple entry of the one machine in the same class of competition is not permitted.

17.3 Change of machine during the event will not be permitted.

17.4 Helmets, Clothing and Footwear must be as the GCR's. Where a helmet shows any sign of damage that may effect it's performance, the MA steward reserves the right to disallow a competitor to use this damaged helmet.

17.5 There is to be NO radio communication between the minder and the rider nor any other person or persons at or near the event.

17.6 Sidecars: Both rider and passenger must hold MA licenses at the time of the event.

18. IDENTIFICATION PLATES

18.1 Identification plates must be fitted to all machines as per the GCR's, and **must** include the riders (and passenger if applicable) first and surname. Competitors in each class shall have a colored back ground as listed below.

Open Solo	RED background	Veteran	BLUE background
Open Sidecar	RED background	Post Classic	WHITE background
Youth	YELLOW background	Classic	BLACK background
Masters	YELLOW background	Junior Women	BLACK background
Open Junior	WHITE background	Junior 7-12 yrs	BLACK background
Women	WHITE background		

18.2 **Minders:** Must have an identification plate that has a back ground color the same as the rider's identification plate who they are minding for. In addition, the minders identification plate shall clearly show the word "Minder" in letters not less than 25mm high. No other words or names are to appear on the minders identification plate.

19. COURSE

19.1 Unauthorized entry, with or without motorcycle, to the course prior to the event will result in exclusion. For these purposes, entry to the course shall be defined as entering the property at which the event is being held via any means.

19.2 The number of sections and laps to be completed each day will be announced at the rider briefings. Other details regarding the format of each days riding will also be provided at rider briefings.

19.3 The standard of sections for each class will be set to cater for competitors of all abilities. While there will be sections of above average, average and below average difficulty in each grade, the promoter will endeavor to cater for riders of all abilities. It is likely that within each class of sections, there will be three or four sections per day that would be regarded by most competitors as extremely difficult. These sections will be intentionally marked this way to ensure that the best riders in each class have a significant challenge in these sections, thus hopefully avoiding any ties on zero points lost.

19.4 In the event of Ties, they shall be resolved as per GCR's. Should a ride-off be required, the Clerk of Course shall decide the sections and severity of sections to be used in the ride-off.

19.5 A time allowance of 90 seconds is allowed for each rider to complete each section. As per GCR's

20. RIDERS' BRIEFING

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

21. FACILITIES

Refreshments will be available at the Thunderbird Park Kiosk

22. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 12.10 for details.

23. TYRES

Motorcycle tyres shall be of a Universal Trials Pattern.

24. ANTI-DOPING POLICY

24.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

24.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506.

25. ALCOHOL TESTING PROCEDURE

All competitors and officials are advised that random breath-testing may take place during the competition.

26. CODE OF CONDUCT

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

MQ Trials Sub-Committee reserves the right to refuse any entries.

27. ADMISSION CHARGES

Thunderbird Park camping charges will apply to those staying on site. Contact Thunderbird Park administration for pricing and bookings. **07-5545 1468 or info@cedarcreeklodges.com.au**

28. MINDERS

28.1 Minders are considered to be competitors as per GCR's and as such must have a current MA licence.

28.2 Minders, like their entrant must obey the 2009 GCR's, these supplementary regulations and any instruction given at the rider briefings.

28.3 There is to be "**NO**" radio communication between the minder and rider nor any other person or persons at or near the event.

28.4 The following rules with regards to minders must be adhered to:

- a) A rider will fail a section if their Minder enters into a discussion or argument with any observer or official with regards to scoring, unless they have specifically been requested to do so.
- b) Minders are not allowed in a section while a rider other than their appointed rider is attempting that section.
- c) Minders are only permitted in a section with the knowledge and permission of the observer.
- d) Minders must wear identification provided by the promoter at all times during the event.
- e) Minders must not present score cards to the observer for marking. This is the rider's responsibility.
- f) Any penalty accrued by a minder will be imposed on their nominated rider.
- g) Minders may only mind for the rider with which they have entered, however with the permission of the observer they may act as a catcher for any rider.

29. PRACTICE VENUE

A practice area will be provided near the trials site and will be open on Friday 20th [LOCATION AND TIMES TBA]

Entry shall be by gold coin riders levy.

All competitors must present their MA competition license as they will be required to sign in.

With the exception of guide dogs, no dogs leashed or unleashed will be allowed on this property.



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ENTRY FORM

Entries Close: **Friday 6th August 2010**
 Send to: **Competition Secretary, Don Rolands**
PO Box 644, JIMBOOMBA, Qld, 4280

RIDER DETAILS

Rider's First Name: _____ Rider's Surname: _____
 Address: _____
 City/town: _____ State: _____ Postcode: _____
 Tel: _____ Mob: _____
 Date of birth: _____ E-mail: _____
 Next of Kin: _____ Next of Kin Tel: _____
 Rider's MA Lic. No.: _____ Expiry Date: _____

PASSENGER / MINDER DETAILS

Passenger's Minders First Name: _____ Passenger's / Minders Surname: _____
 Passenger's / Minders Address: _____
 City/town: _____ State: _____ Postcode: _____
 Date of Birth: _____ E-mail: _____
 Next of Kin: _____ Next of Kin Tel: _____
 Passenger's / Minders MA License No: _____ Expiry Date: _____

ENTRANT DETAILS

Entrant's Name: _____ Signature: _____ Date: _____

Must be completed by all competitors/entrants

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCR's of MA and these Supplementary Regulations.

Rider's Name: _____ Signature: _____ Date: _____
 Passenger's Name: _____ Signature: _____ Date: _____
 Minder's Name: _____ Signature: _____ Date: _____

Please enter me /us in the following class:

Class: _____ Machine: _____ Capacity: _____

If entering the Masters, Veteran, Youth, Open Junior, Junior 7-12 or Junior Women class, **YOU MUST PROVIDE PROOF OF AGE WITH YOUR ENTRY**

ENTRY FEES: Rider / Passenger \$.....
 Minder..... \$.....
 Dinner Tickets..... \$.....
 Merchandise..... \$.....
 TOTAL PAYABLE \$.....

PAYMENT (cheque, or money order) Make payment to: MQ Trials Sub Committee ABN: [Promoter Insert ABN]

Office Use Only

Date Received:	Money Received:	Presentation Tickets:	Merchandise:
Proof of Age provided:			

CONTRACT TO PARTICIPATE IN THE *SHERCO* Motorcycles 2010 Australian Moto-Trials 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.

2. DEFINITIONS

- 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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.
- c. 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.
- d. 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.

6. MEDICAL

- a. 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.
- b. 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.

7. PRIVACY

I hereby consent to the collection of my personal information by the MQ Trials Sub-Committee, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by MQ Trials Sub-Committee, 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 MQ Trials Sub-Committee by contacting MQ Trials Sub-Committee at Po Box 2072, North Ipswich Q. 4305 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

8. PERSONAL HEALTH INFORMATION

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.

9. POLICIES AND REGULATIONS

- a. 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.
- b. 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.

10. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by MQ Trials Sub-Committee and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to MQ Trials Sub-Committee using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote MQ Trials Sub-Committee or the Event.

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Queensland
- 4) MQ Trials Sub-Committee
- 5) Cedar Creek Lodges
- 6) Thunderbird Park
- 7) SHERCO Motorcycles
- 8) Old Ambulance 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:

7am-5pm Saturday 21st & Sunday 22nd August 2010

SCHEDULE 3:

Thunderbird Park, Mt Tamborine Qld.

**SIGN
HERE**

11. EXECUTION 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): _____ **SIGNATURE:** _____ **DATE:** _____

PASSENGER (PRINT): _____ **SIGNATURE:** _____ **DATE:** _____

12. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ 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: _____ **SIGNATURE** _____ **DATE:** _____

PASSENGER'S PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____