2016 Australian Classic Motocross Championship

Friday 17th – Sunday 19th June
HARRISVILLE MOTOCROSS TRACK
104 OLD WARICK RD,
HARRISVILLE, QUENSLAND AUSTRALIA.

SUPPLEMENTARY REGULATIONS

EVENT: **2016 Australian Classic Motocross Championship**

DATE: **Friday 17th – Sunday 19th June**

VENUE: **HARRISVILLE MOTOCROSS TRACK**
104 OLD WARICK RD,
HARRISVILLE, QUENSLAND AUSTRALIA.

TRACK LICENCE NUMBER: MQ 260

MA PERMIT NUMBER: MA 1683

EVENT CONTACT

Colin Metcher
1 Mewsdale Row;
Tallai QLD 4213
0459 122 090

EVENT KEY OFFICIALS

Steward	Christopher Walker
Clerk of Course	Shane Fraser
Race Secretary	Dave Tanner
Eligibility Scrutineer	Nick Maxfield
Scrutineer	Dave Tanner

1. ANNOUNCEMENT
The **Brisbane Motorcycle Club Inc.**, hereafter called the Promoter will conduct **2016 Australian Classic Motocross Championships** for **Classic Motocross** at the **Harrisville Motocross Track 104 Old Warwick Rd; Harrisville, Qld** on **Friday 17th – Sunday 19th June, 2016**

2. JURISDICTION
2.1 The abovementioned meeting has been authorised by **Motorcycling Australia** which has issued the Motorcycling Australia Permit Number 1683 and is open to holders of current **Motorcycling Australia Senior National Licences and valid *One Meeting National Licences.** (*These MUST be applied for 21 days prior to the event via your State Controlling Body – Cost $80)

2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by **Motorcycling Australia.** 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	**Christopher Walker**	Level 4
Clerk of Course	**Shane Fraser**	Level 4
Race Secretary	**Dave Tanner**	Level 4
Assistant Race Secretary	**Dawn McGuren**	
Scrutineer	**Dave Tanner**	Level 4
Eligibility Scrutineer	**Nick Maxfield**	

4. ENTRIES
4.1 Entries are now open and will be accepted **ONLINE** at www.nominate.com.au or by **POSTAL** entry at **Brisbane Motorcycle Club Inc. C- 1 MEWSDALE ROW, TALLAI 4213**

4.2 **Entries close last mail Friday 3rd June 2016**. Please allow at least 10 working days if sending by Australia Post (Standard Postage). Late entries MAY be accepted at the discretion of Brisbane Motorcycle Club Inc. and will attract a late fee of $30 if approved.

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 **Brisbane Motorcycle Club Inc**, if such retention is approved by **Motorcycling Australia.**

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 **Brisbane Motorcycle Club Inc**. 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 FEE

5.1. **$110 includes one (1) class plus, ($20 for each additional class)**

5.2 **$10 flat fee per camping/pit site (10m x6m)**

5.3 **Transponder Hire $30**

5.4 **Presentation Dinner $35 per person**

5.4 Entries through NOMINATE will be paid by Credit Card online.
Any Final Instructions will be emailed to competitors.

5.5 **Postal entries may be paid by CHEQUE or MONEY ORDER**
CHEQUES/ MONEY ORDERS are to be made payable to the BRISBANE MOTORCYCLE CLUB INC.
Please allow at least 10 working days if sending by Australia Post (Standard Postage).
ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.

6. ENTRY PASSES
NA
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
Medical Services will be announced when available. If you have any medical condition that could assist the Medical team with your treatment, please write it out and put it in an envelope with your riding number and name on it.

9. SCRUTINEERING
9.1 Scrutineering will begin at **3pm Friday 17th June. (No riding of machines will be permitted on Friday 17th June. Additional Scrutineering 7am – 8am sharp, Saturday 18th June – no exceptions.**

9.2 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 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.

9.5 Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the circuit before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

10. CLASSES OF COMPETITION

CATEGORIES FOR SENIOR AUSTRALIAN CLASSIC CHAMPIONSHIP (as per GCRs 13.1)

Pre 60	Solo	All Powers
Pre 65	Solo	250cc
Pre 65	Solo	263cc and over
Pre 70	Solo	250cc
Pre 70	Solo	263cc and over
Pre 75	Solo	up to 125cc
Pre 75	Solo	250cc
Pre 75	Solo	263cc and over
Pre 75	Solo	4 Stroke – All Powers
Pre 78	Solo	up to 125cc
Pre 78	Solo	250cc
Pre 78	Solo	263cc and over
Pre 78	Women	All Powers
Pre 78	Super Seniors	All Powers
Pre 68	Sidecar	up to 1300cc
Pre 75	Sidecar	up to 1300cc
PLUS		
Pre 78	4 stroke	All Powers "support"
Best of British		"support" (no fee)
Second Round of Triple Crown will be pointed from within the above classes		

10. cont . **CLASSES OF COMPETITION**

Pre 75 Age Group Racing 125/250/263cc plus:
under 30
30 - 39
40 - 49
50 - 59
60 - plus

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 six (6) for **Female, Sidecar and Pre 60;65 Classes (**GCRs **13.2.2.2. b.c.d) and 10 for all other classes (**GCRs **13.2.2.2. a)**
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, will be at the discretion of the **Brisbane Motorcycle Club Inc,** subject to **Motorcycling Australia** approval.

12. STARTS AND FINISHES

12.1 STARTS (GCRs **13.9.5**)
One (1) minute after the last rider passes the chequered flag on the track from the previous race; or at the Starters discretion;
10 second Board;
5 second Board;
Self Penalising Falling Gates.

12.2 FINISHES (GCRs **13.9.6)**

A chequered flag will be displayed to each competitor as each crosses the finish line

13. FLAGS AND SIGNALS

Refer 2016 GCRs 13.9.1

14. RACE FORMAT

Each class will be raced in three (3) Rounds of four (4) Laps, conditions and circumstances permitting. There will be no semi finals or finals with all points awarded being tallied following the last race of the meeting.

All races will be scored using the scoring system below: (GCRs 13.9.4)

PLACE	POINTS	PLACE	POINTS
1	25	11	10
2	22	12	9
3	20	13	8
4	18	14	7
5	16	15	6
6	15	16	5
7	14	17	4
8	13	18	3
9	12	19	2
10	11	20	1

15. EVENT SCHEDULE

FRIDAY: 17th June 2016

Gates Open	***12pm***	***Sign on and Scrutineering***	**3pm – 5pm**

Riders will be able to walk the track prior to, and during Scrutineering on Friday 17th and Saturday 18th June 2016

SATURDAY: 18th June 2016		***Gates Open***	***6.30am***
Scrutineering	***7am - 8am sharp***	***Sign on***	***7am – 8am sharp***
Officials Briefing	***8am – 8.15am***	***Riders Briefing***	***8.15am – 8.30am***
Practice	***8.30am – 9.30am***	***Racing***	***9.30am***
SUNDAY: 19th June 2016		***Gates Open***	***6.30am***
Officials Briefing	***8am – 8.15am***	***Riders Briefing***	***8.15am – 8.30am***
Racing	***9am***		

Practice will consist of 15 min periods for all 125cc; all 250cc; all 263cc – over; and all Sidecars.

Racing will consist of three (3) Rounds of four (4) Laps, conditions and circumstances permitting.

All Races and Practice will be run in a clockwise direction on the track.

Racing Program will be provided at Sign on.

Final instructions will be announced at the Riders Briefing.

Awards presentation will be held off site 5pm Sunday 19th June at the School of Arts Hall, Harrisville

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be **2pm Friday 17th June** with the completion of the meeting for the participant being when the participant has vacated the venue.

16. AWARDS AND PRIZEMONEY

MA medallions will be presented to the 1st, 2nd and 3rd placed riders in each Championship solo class and 1st, 2nd and 3rd placed rider and passenger in the Championship sidecar class. (GCRs 13.2.1.1)

16.1 All Competitions

The first three (3) place getters will be awarded a sash or similar permanent memento of the achievement by Brisbane Motorcycle Club Inc., irrespective of MA awards. (GCRs 13.2.2.1)

17. PRESENTATIONS

Awards presentation will be held off site 5pm Sunday 19th June at the School of Arts Hall, Harrisville

18. MACHINES AND RIDERS

18.1 All machines entered must comply with the current GCRs for **Classic Motocross** competition. **(**Chapter 13 of the MoMs**)**

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

18.3 **Change of rider and machine may be permitted if submitted in writing to the Clerk of the Course, 10 minutes prior to the race, and with the approval of the MA Steward prior to the start of the event in which the substitution is requested. Substitute machine must have been passed at machine examination. Failure of riders to follow this procedure may result in placing not being recorded**

19. RIDING NUMBERS
Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the discretion of **Brisbane Motorcycle Club Inc**.

All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal.

20. GRID POSITIONS
There will be no allocations of Grid Positions {first in, first choice}

21. 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.

22. CIRCUIT DESCRIPTION

Approx 2000 meters of natural terrain track with manmade features ridden in a clockwise direction.

23. TRACK INSPECTION
All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

23.1 Track Dissatisfaction
Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course if those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

24. FACILITIES

Camping is available Friday and Saturday night @ $10 per site (10m x 6m) No open fires, No fire accelerants!

Toilets and hot showers are available

Food and Drinks can be purchased on Saturday and Sunday, appox. 8am to 4pm, from the *Volunteer Fire Fighters*, at the Venue.

25. NOISE

Limit dB(A) 95 (30meters from the side of the track) (GCRs **13.10.1.1)**

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to Chapter 13 for details.

26. TYRES

Metal studs, spikes, chain, rope or other non-skid attachments **and paddle or scoop treaded tyres** may not be used. (GCRs 13.13.7)

27. ANTI-DOPING POLICY

27.1 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 MA website for details.

27.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, ph: 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

28. DRUG AND ALCOHOL TESTING
All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to MA website for details on the Safety Policy – Drug and Alcohol testing.

29. CODES OF BEHAVIOUR
All competitors, officials and parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix C of the GCRs, which is a guide to appropriate behaviour at all motorcycle race meetings. These Codes of Behaviour apply to this meeting and will be enforced.

30. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA
All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at www.ma.org.au, which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

31. ADMISSION CHARGES
NA

32. DISCIPLINE SPECIFIC INFORMATION
See 2016 MOM's chapter 13

33. SPECIAL NOTES AND WARNINGS:

Neither Motorcycling Queensland nor Motorcycling Australia nor the property owner, licensed officials nor duly appointed agents shall be responsible for any damage to or loss of any competing machine. Any entrant, by entering the event, shall hereby waive the right or action at law against the club, Motorcycling Australia, Motorcycling Queensland or the land owner for any damage sustained by him/her or their representatives or agents with respect of this competition or any matter arising there from.

34 LICENCES:

All Riders must produce their MQ Licences to compete;

One Meeting National Licences are available at a cost of $80 through your State Controlling Body.

Please allow at least 21 days for processing

35 ELECTRONIC TIMING:

35.1. MYLAPS electronic timing will be utilised at this event.
35.2. It is compulsory for all competitors to have a transponder in order to compete.
35.3. Transponders must be fitted for all practice sessions.
35.4. It is the competitor's responsibility to ensure that the transponder is mounted correctly and securely to prevent damage from fouling other components on the machine. Cable ties will be provided. Transponder brackets can be issued with hired units. If riding more than one event the same transponder can be used.
35.5. The onus is on the competitor to ensure that the correct transponder is on the correct machine prior to each event.
35.6. All competitors are required to provide their MA Licence in exchange for a timing transponder.
One Event Licence holders will be required to provide their Drivers Licence/18+Card.
35.7. Transponders must be picked up and returned to the designated person/s.
35.8. When a hired transponder is transferred to the competitor, it then becomes the competitor's responsibility.
35.9. For transponders not returned on the same day, or not returned to the designated person/s, in addition to the late return fee, the hirer is responsible for the transponder until it arrives back at the designated place. This includes whilst in transit with Australia Post and by Courier.
35.10. It is the competitor's responsibility to ensure that transponders are returned in an undamaged condition at the end of the event, or if due to machine failure or injury before the machine leaves the pit area. Competitors MAY be charged an additional LATE RETURN FEE of $20 per day per transponder for transponders that are not returned correctly.
35.11. *There is a Fee of $350plus GST for lost or damaged transponders.*

36. ANIMIALS:
With the exception of Guide Dogs, no pets allowed.

37. FOOTWEAR:
Fully enclosed footwear must be worn in the pits.

38. CORRECT CLOTHING:
No person, unless wearing correct protective clothing and helmet, may ride a motorbike or be a passenger on a motorbike at this venue at any time.

PARTICIPANT DECLARATION

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

2016 Australian Classic Motocross Championship

Friday 17th – Sunday 19th June
HARRISVILLE MOTOCROSS TRACK

104 OLD WARICK RD
HARRISVILLE, QUENSLAND AUSTRALIA

ENTRY FORM

Entries Close: **Friday 3rd June**
Send to: **Colin Metcher**
1 Mewsdale Rd;
Tallai. QLD 4213
0459 122 090

Office Use Only:
Allocated Rider No:

RIDER DETAILS: (Please Print Clearly)

Rider's First Name: _____ Rider's Surname: _____

Address: _____

City / Town: _____ State: _____ Postcode: _____

Telephone: _____ Mobile: _____

Date of Birth: _____ Email: _____

Next of Kin: _____ Next of Kin Contact: _____

Rider's MA Lic No.: _____ Expiry Date: _____ Grade: _____ 1st Preferred No. Plate _____ 2nd Preferred No. Plate _____

PASSENGER DETAILS: (SIDECAR ONLY)

Passenger's First Name: _____ Passenger's Surname: _____

Address: _____

City / Town: _____ State: _____ Postcode: _____

Date of Birth: _____ Passenger's MA Lic No.: _____ Expiry Date: _____

Next of Kin: _____ Next of Kin Contact: _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over $50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

❑ I am a professional rider and my ABN is: _____ ❑ Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

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 GCRs of MA and these Supplementary Regulations.

Rider's Name _____ Signature: _____ Date: _____

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

RIDER MACHINE DETAILS

1st Bike - Make/Model & Capacity: _____ 2nd Bike - Make/Model & Capacity: _____

3rd Bike - Make/Model & Capacity: _____ 4th Bike - Make/Model & Capacity: _____

PARTICIPANT DECLARATION

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

2016 Australian Classic Motocross Championship

Friday 17th – Sunday 19th June
HARRISVILLE MOTOCROSS TRACK

104 OLD WARICK RD
HARRISVILLE, QUENSLAND AUSTRALIA

Entrant: ..... MA Lic. No: .....

MA Lic. Expiry Date:.....

EVENT	MACHINE MAKE AND YEAR	CAPACITY	RIDERS AGE AS OF 18/06/16
PRE 60 SOLO ALL POWERS			
PRE 65 SOLO 250CC			
PRE 65 SOLO 263CC – OVER			
PRE 70 SOLO 250CC			
PRE 70 SOLO 263CC- OVER			
PRE 75 SOLO UP TO 125CC			
PRE 75 SOLO 250CC			
PRE 75 SOLO 263CC –OVER			
PRE 75 4 STROKE ALL POWERS			
PRE 78 SOLO UP TO 125CC			
PRE 78 SOLO 250CC			
PRE 78 SOLO 263CC –OVER			
PRE 78 WOMENS ALL POWERS			
PRE 78 SUPER SENIORS 70+ ALL POWERS			
PRE 65 SIDECAR UP TO 1300CC			
PRE 75 SIDECAR UP TO 1300CC			
PRER 78 4 STROKE ALL POWERS "SUPPORT"			
BEST OF BRITISH "SUPPORT" (NO FEE)			

ENTRY FEES:	AMOUNT
NOTE: If you own your own transponder/s please insert your transponder number/s #_____	
$110 includes 1 class,	
$20 for each additional class; (number of additional classes -)	
Plus $30 per Transponder/s Hired. (number of transponders -)	
$10 Camping/Pit Site fee (10m x 6m)	
$35 per person Presentation Dinner (number of persons)	
TOTAL PAYABLE =	$

ENTRY FEES: **PAYMENT** (Cheque or money order)

Make Payment to **BRISBANE MOTORCYCLE CLUB INC.** ABN: **34 771 520 372**

Total Amount: **$** _____

Office Use Only

Date Received:	Money Received:	Camping	Dinner

PARTICIPANT DECLARATION

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

CONTRACT TO PARTICIPATE IN THE 2016 AUSTRALIAN CLASSIC MOTOCROSS CHAMPIONSHIP

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

1. I THE UNDERSIGNED (see below): [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, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include:
   (i) a claim against MA, the Motorcycling Organisations and the Indemnitees by any person expressly entitled to make a claim under a MA Insurance Policy; or
   (ii) a claim against MA or the Motorcyclign Organisations 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 Activity"** 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. RISK WARNING

I ACKNOWLEDGE that motorcycle sport is inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with engaging in the sport (whether as a competitor, recreational rider, coach, official or media) which include, but are not limited to the following:

i) that physical and mental injuries can and often do occur, which may result in me being hurt or even 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;
vii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;

b) I acknowledge I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.

c) By signing this participant declaration form I acknowledge, agree, and understand that participation in the recreational services provided by MA, the Motorcycling Organisations and the Indemnitees, may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002 (NSW)*, *Civil Liability Act 2002 (WA)* and *Civil Liability Act (Tas)*.

4. WAIVER

a) I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

b) I acknowledge that If I sign this participant declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form.

c) To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

5. INDEMNITY AND RELEASE

IN CONSIDERATION of the acceptance of me as a participant in the Meeting, I, to the extent permitted by law:

(a) release and will release the Indemnitiees from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Motorcycling Activity;

(b) release and indemnify the Indemnitiees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and

(c) indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
   (i) arising as a result of or in connection with my competition or my participation in the Motorcycling Activities;
   (ii) against the Indemnitiees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Indemnitees.

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.

8. MEDICAL

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.

10. PRIVACY

MA, my SCB and the **Brisbane Motorcycle Club Inc.,** use and disclose personal information for the purposes of conducting and administrating the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering the Event. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au/.

11. 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 services engaged to provide medical services 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 a participant 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.

12. 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.

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

Copies of all MA rules, policies and regulations are available by contacting the MA office. I agree to follow any rules set by the Motorcycling Organisations in connection with any Motorcycling Activities and if I fail to comply with the Motorcycling ORganisations rules and/or directions, I will not be permitted to participate or continue to participate and no refund will be given.

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 Ant-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.

13. 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 BRIS MCC and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to BRIS MCC using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote BRIS MCC or the Event.

14. PREVAILING CONDITIONS

You acknowledge and agree that:

(a) motorcycling and the Motorcycling Activities can and will be affected by the weather which may change without warning;

(b) there is often an element of the "luck of the prevailing conditions" when undertaking the Motorcycling Activities over which the Motorcycling Organisation or any of them have no control;

(c) unintended incidents may occur during motorcycling including defects in the track hidden.

15.GOVERNING LAW

The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

SIGN HERE

16. EXECUTION I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS PARTICIPANT DECLARATION (INCLUDING THE RISK WARNING AND WAIVER) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

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

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

15. 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 set out in Clause 3 above and agree to the waiver in clause 4; 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 participant declaration,

PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

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

SCHEDULE 1:

1) Federation Internationale de Motocyclisme
2) Motorcycling Australia Ltd
3) Motorcycling QueensInd
4) Brisbane Motorcycle Club Inc.
5) Harrisville
6) Greg Mitchell
7) **"Maico at Chippys"**
8) EMT
9) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

2pm Friday 17th – Sunday 19th June

SCHEDULE 3:

Harrisville Motocross Championship, QLD

SCHEDULE 4

For recreational services or activities provided throughout Australia:

For recreational services to which the Australian Consumer Law (Commonwealth) applies:

By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

(a) death;
(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
(c) the contraction, aggravation or acceleration of a disease;
(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  (i) that is or may be harmful or disadvantageous to me or the community;
  (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Motorcycling Australia
South Melbourne VIC 3205
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For recreational services or activities provided in NSW or WA:
For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) or *Civil Liability Act 2002 (WA),* as applicable) for any:
(a) death;
(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
(c) the contraction, aggravation or acceleration of a disease;
(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  (i) that is or may be harmful or disadvantageous to me or the community;
  (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;
is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:
For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and *Fair Trading Act 2012*: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, MA, the Motorcycling Organisations and the Indemnitees, are required to ensure that the recreational services supplied to you:
(a) are rendered with due care and skill; and
(b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
(c) might reasonably be expected to achieve any result you have made known to the supplier.
Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, 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 Australian Consumer Law and *Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, 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" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.
Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:
For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the Indemnitees flowing from them, are expressly excluded to the extent possible by law, by this application to compete form and declaration. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:
For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services, there is:
(a) statutory guarantee that those services will be rendered with due care and skill; and
(b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
(c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).
Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.
Important: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.
Agreement to exclude, restrict or modify your rights: I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.
Definitions:
(a) Recreational services are services that consist of participation in - • sporting activity or similar leisure-time pursuit; or • any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
(b) Personal injury is bodily injury and includes mental and nervous shock and death.
Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and MA, the Motorcycling Organisations and the Indemnitees incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.