



2017
AUSTRALIAN MOTOCROSS CHAMPIONSHIP
(MX Nationals)
SUPPLEMENTARY
REGULATIONS

DATES:						Permit No.	Track No.
RND 1	Wonthaggi	VIC	2 nd	April 2017		MA 1865	
RND 2	Appin	NSW	23 rd	April 2017		MA 1866	
RND 3	Conondale	QLD	7 th	May 2017		MA 1867	
RND 4	Horsham	Vic	21 st	May 2017		MA 1868	
RND 5	Murray Bridge	SA	28 th	May 2017		MA 1869	
RND 6	Nowra	NSW	2 nd	July 2017		MA 1870	
RND 7	Shepparton	Vic	16 th	July 2017		MA 1871	
RND 8	Port Macquarie	NSW	30 th	July 2017		MA 1872	
RND 9	Toowoomba	QLD	13 th	August 2017		MA 1873	
RND 10	Coolum	QLD	19 th /20 th	August 2017		MA 1874	

IMN/S: TBA

Event Promoter: Williams Events Management (WEM)

WEM STAFF:

Series Director:	Kevin Williams
Administration / Finance:	Christine Williams
Logistics	Jake Williams
Timing:	Margaret Davenport
PR:	Misty Walton

Contact Details Phone: 03 56532176 Email: info@mxnationals.com.au

Series Medical: RACESAFE

Event Key Officials:	Steward	Appointed By MA
	Clerk of Course	Mark Hancock
	Assistant C of C	David Garry
	Race Secretary	Margaret Davenport

1. ANNOUNCEMENT

Williams Event Management, hereafter called the Promoter will be conducting rounds of the Australian Motocross Championships for the following classes: (refer to item 10 for bike capacity)

MXD (Under 19's) Rounds 1 to 8

MX2 (Pro Lites), All Rounds

MX1 (Pro Open) All Rounds

Vets 30-39 1 Round

Vets 40 Plus 1 Round

MXW (Women's Championship) 1 Round

Cup Classes:

Rising Star Rookies; 3 Rounds, (13 to under 16 years 250cc 4 stroke)

125cc junior Cup; 2 Rounds, (13 to under 16 years)

85cc Cup; 1 Round, (9 to 12 years 85cc 2 stroke only)

Amateur Cup; 2 Rounds

125cc Gold Cup; 3 Rounds

Invitational Class

WEM may add additional invitational classes from time to time with the approval of MA during some events.

2. JURISDICTION

- 2.1 The above mentioned meetings have been Authorised by Motorcycling Australia who has issued the following Motorcycling Australia Permit Numbers MA 1865 to MA 1874 consecutively. These events are open to future and current Motorcycling Australia National Licenses. Competitors Licensed by other FMN's are eligible to enter providing they have a clearance from their FMN, an FIM Licence and insurance to FIM standard.
- 2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the 2017 Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA. 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:	MA Appointment
Clerk of Course:	Mark Hancock
Race Secretary:	Margaret Davenport

4. ENTRIES

- 4.1 Entries must only be lodged through the MX Nationals Portal: <http://www.mxnationals.com.au>. Riders must complete all mandatory fields required for their entry to be accepted. This includes all rider logon and setup fields.
- 4.2 All classes will have open qualifying at all rounds.
- 4.3 MX1, MX2 and MXD will have a maximum of 50 entries, all other classes will have a maximum of 40 entries accepted
- 4.4 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, but only after such action is approved by MA.
- 4.5 Entries may only be withdrawn online at <http://www.mxnationals.com.au>. A credit will not be issued if an entry is withdrawn after the round closing date, unless a medical certificate is supplied and at the Promoters discretion.
- 4.6 Under 19's class eligibility, a rider must be the holder of a Senior National License, once a rider turns 19 they can no longer compete in this class, regardless of previous rounds competed. Any rider who finishes in one of the top 3 positions in the series will only be eligible to compete in the under 19's class for one more season of the following year before they must move up to another class (MX1 or MX2), providing they still fit the criteria required above.
- 4.7 Amateur Cup will be open to seniors on all powered bikes who have not finished in the top 7 for the Amateur Cup championship within the last three years, and who have not finished within the top 5 positions of single races in either MX1 or MX2 in the past two years.
- 4.8 125cc Gold Cup for senior license holders on 125cc 2 stroke machines.

5. ENTRY FEE

5.1

MXD Under 19's Round Entry	\$ 225.00
MX2 Pro Lites Round Entry	\$ 245.00
MX1 Pro Open Round Entry	\$ 255.00
Vets Championship Round entry	\$160.00
Women's Championship	\$ 160.00
125cc Gold Cup	\$120.00
Amateur Cup	\$120.00
Junior Classes	\$120.00

5.2 All entries must be paid by credit card (no transaction fee associated) when entering online at <http://www.mxnationals.com.au>

6. ENTRY PASSES

Each entrant per round will receive 2 passes 1 rider and 1 mechanic, these will be issued at each round at sign on.

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

Race Safe medical will be providing the medical service at all rounds and will be in attendance 30 minutes prior to the first practice session and until 40 minutes after the last race. They offer several services including strapping and physio, please make sure you visit them to see the services available. This service will be supported by an Ambulance and 2 paramedics. On average, there will be at least 10 medical personnel at each round, including a series Qualified Medical Practitioner.

A \$40.00 fee per round is added to the entry fee to support this service.

9. SCRUTINEERING

9.1 Scrutineering will again be by self- scrutineering as per **GCR12.7.0.2**. Riders must collect and complete all relevant forms prior to signing on.

9.2. The series designed art work must appear on the top of all front number plates.

9.3 A Scrutineer will be in the waiting zone to conduct random spot checks, on bikes and riding safety gear.

10. CLASSES OF COMPETITION

MX1 Pro Open Australian Championship	All Rounds	122cc and over 2 stroke or 4 stroke
MX2 Pro Lites Australian Championship	All Rounds	122cc to 250cc 2 stroke or 4 stroke
MXD Under 19's Australian Championship	9 Rounds	122cc to 250cc 2 stroke or 4 stroke see point 4.6 criteria
Australian Vets Championship {30 to 39 and 40 plus}	1 Round	All Powers age is on event date.
MXW Australian Women's Championship	1 Round	All Powers
Cup Classes:		
Junior Rising Star Rookies (13 to 15 years)	3 Rounds	250cc 4 stroke
Junior 125cc Cup (13 to 15 years)	2 Rounds	125cc 2 stroke
Amateur Cup (Seniors)	2 Rounds	All powers see criteria 4.7
85cc (9 to 12 years)	1 Round	85cc 2 stroke
125cc Gold Cup (Seniors)	3 Rounds	125cc 2 stroke

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 a minimum of 10 Riders excluding Women's class, having a minimum of 8 riders.
- 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 prize money, will be at the discretion of the promoter – subject to MA approval.

12. STARTS

Start will be Clutch Starts with self-penalizing gates.

The Series Clerk of Course will issue a minimum 15-second time penalty to any rider that jumps the start.

13. RACE – FORMATS & QUALIFYING

- 13.1 All classes will have timed qualifying MX1, MX2 and MXD will have a Maximum of 50 entries, all other classes will have a maximum of 40 entries accepted.
- 13.2 The top 10 riders from 2016, if in the same class, will be guaranteed a qualifying position at round 1. Subsequently from round 2, the top 10 in the series points after round 1 in each class will be guaranteed a qualifying position.
- 13.3 Rounds 1 to 9 may have Practice and Qualifying on the Sunday, which is the designated race day, round 10 Cooloom is a 2 day round therefore some classes will have practice on the Saturday.
- 13.4 Race Formats for each class are:

MXD Under 19's*	Traditional 2 x 20 minutes plus 1 lap
MX2 Pro Lites*	Traditional 1 x 30 & 1 x 20 minutes plus 1 lap
Pro Open*	Traditional 2 x 30 minutes plus 1 lap
All other classes	2 x 15 Minutes

15. AWARDS AND PRIZEMONEY

Positions 1, 2 & 3 for each Round and in each class will receive a Trophy.

Prize Money will be awarded for the series only.

MXD Under 19's	1 st Place	\$2000
	2 nd Place	\$1500
	3 rd Place	\$1000
	4 th Place	\$700
	5 th Place	\$500
	6 th to 10 th Place	\$400

MX2 Pro Lites	1 st Place	\$3500
	2 nd Place	\$2500
	3 rd Place	\$2000
	4 th to 10 th Place	\$750
	11 th to 15 th Place	\$500

MX1 Pro Open	1 st Place	\$7000
	2 nd Place	\$5000
	3 rd Place	\$3000
	4 th to 10 th Place	\$2000
	11 th to 15 th Place	\$500

MX1 Andrew McFarlane Privateer Championship, is open to all privateers competing in MX1 and is \$1000.00 to the series winner

MX2 Jono Porter Privateer Championship, is open to all privateers competing in MX2 and is \$1000.00 to the series winner

Any rider who receives a sign-on, from a Motorcycle manufacturer or is entitled to Motorcycle manufacturers bonuses will be deemed factory or factory support.

Factory and Factory-supported riders will not be eligible for privateer championship prizes.

The eligibility of the Privateers Championships is the responsibility of the promoter. Competitors are encouraged to confirm their eligibility with promoter prior to racing.

16. PAYG

The Pay As You Go (PAYG) Tax affects the payment of prize money. If you do not provide an ABN or declare the sport as a hobby, the Promoter must withhold 46.5% of prize money for amounts 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.

17. PRESENTATIONS

Riders who finish on the podium must attend the presentation. WEM will notify the teams and riders as to the procedure for each round. Failure to attend may incur a fine of up to \$250.00.

18. MACHINES AND RIDERS

- 18.1 All machines entered must comply with the current GCRs for Motocross competition.
- 18.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 18.3 Change of machine is allowed providing the Clerk of Course has been notified prior to the start of the race.

19. RIDING NUMBERS

- 19.1 The front number board must be free of any advertising. (Information will be on the Competitors section of the web site)
- 19.2 WEM will provide the required artwork design for the header of the front number plate. All motorcycles competing in the championship must run this header without exception which includes the MA logo
- 19.3 The side plates of the bikes may incorporate a graphic design and team branding. The numbers must be legible from a distance of 20 meters and must be a minimum of 100mm high, refer to **GCR 12.15**. the following 2 fonts will be considered acceptable, Machine and Impact Bolt Bold. Background colours must comply with **GCR 12.15.3**

Numbers must be solid with no other colors built into them.

19.4 Red Number Plates

The defending Champion will have red number boards with white numbers at round 1. After round 1 the points leader in each class at the end of each round will be awarded with a red number plate. It will be the responsibility of the rider / team to make sure that the rider has red number plates at the next round.

19.5 Back numbers

Back numbers are compulsory during competition, they must be large, clear and legible from a distance of 30 meters, you will not be permitted to take part in any race event if the back number is not visible. Back numbers must be black and white, stylised numbers that are not legible from 30 meters are not permitted.

- 19.6 Back numbers MUST be contrasting colours – minimum of 125mm and 20mm width of stroke – refer **GCR 12.15.4.1**

20. POINT SCORING AND GRID POSITIONS

Points scoring will be as per **GCR 12.16.13** as below:

PLACE	POINTS	PLACE	POINTS	PLACE	POINTS
1	35	11	20	21	10
2	32	12	19	22	9
3	30	13	18	23	8
4	28	14	17	24	7
5	26	15	16	25	6
6	25	16	15	26	5
7	24	17	14	27	4
8	23	18	13	28	3
9	22	19	12	29	2
10	21	20	11	30	1

MX1 Super Pole, at the conclusion of timed qualifying the top 5 riders will return to the start line. Each riders machine will be fitted with a Go Pro camera and when directed they will do 1 flying lap, the result of the flying lap will determine the top 5 positions for qualifying, additional championship points will be issued as (1st 3), (2nd 2), (3rd 1), (4th 0), (5th 0), These points are awarded to the overall championship and do not impact on the days results. Any rider who leaves the track at any point will be given 5th place and no points. Prize money for the fastest qualifier will be \$500 per round.

The rider with the fastest time at the end of MX1 qualifying has the option to choose the start order for super pole.

Grid positions will be determined from timed Qualifying. MX1 Super Pole will determine the first 5 grid positions in consecutive order.

The 2 reserve riders will go to the Waiting Zone and take the reserve positions, if a rider fails to have their bike in the waiting zone 10 minutes prior to the start time and the gate is closed, they will be considered a non-starter and a reserve rider will be moved up. Riders who qualified but were nonstarters in a race are eligible to race the next moto once the waiting zone is re-opened.

Transponders will be used at all rounds. WEM will supply the transponders, once collected from WEM the transponder will become the responsibility of the rider, any lost or damaged transponders will be charged to the rider, at the replacement invoice cost.

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. Failure to attend may incur a fine of up to \$250.00 from Motorcycling Australia

22. CIRCUIT DESCRIPTION

Visit www.mxnationals.com.au

23. TRACK INSPECTION

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. The inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit during this time, there is no track access allowed after 3:30pm on the Saturday.

23.1 TRACK DISATISFACTION

Competitors who are not satisfied with any aspects of the track can present their concerns to the Clerk of Course or Steward. If those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

24. FACILITIES

Visit www.mxnationals.com.au

25. NOISE

Noise testing will take place at certain rounds and all bikes must comply with **GCR 12.22** & Appendix C of the MoMS

26. FUEL

Including and in addition to **GCR12.23** - Fuel for all machines, unless otherwise specified must:

- Be Unleaded and no more than 100 RON
- Contain no additives other than those added at the point of manufacture except for lubricating oils
- Be readily available from retail petrol pumps within Australia produced by an oil company for sale in the Australian general transport fuel market and sold through retail petrol pumps in at least five Australian states or territories. For the avoidance of doubt this means the fuel must be available for sale on demand from a roadside retail bowser outlet at each of at least five separate service stations in each of at least five Australian States or territories
- MA homologated fuel is allowed.

27. ANTI-DOPING POLICY

- 27.1 All competitors, mechanics and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, (which can be viewed at www.ma.org.au) and as carried out by the Australian Sports Anti-Doping Authority.
- 27.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline; 13 000 ASADA (13 000 27232). When drug testing takes place, the payment of prize money may be delayed, at local RCB discretion, until the results of the tests are known.

28. DRUG AND ALCOHOL TESTING

All competitors, mechanics and officials are advised that random drug and alcohol testing may take place during the competition. Refer to www.ma.org.au for further information.

29. CODE OF BEHAVIOUR

All competitors, officials, mechanics and parents are reminded of MA's Code of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au or Chapter 22 of the GCRs, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Behaviour applies to this Meeting and will be enforced.

30. OH&S

OH&S is every body's responsibility. All riders and teams must take their responsibility serious.

Where a rider is part of a team, the responsibility will be with the team manager. Where a rider is an individual, the rider will be responsible for his mechanic.

31. WEM SPECIFIC INFORMATION

31.1 Images / Film

WEM reserves the right to use the images and names of any competitor, team or manufacturer in any series merchandising, video's, electronic games, posters and printed materials as it sees fit. No competitor, team or manufacturer shall be entitled to make financial claims on any of the above.

31.2 Additional Team exposure.

WEM reserves the right to prevent any team or rider displaying sponsorship signage or advertising material that it deems to be in conflict with its contracts.

31.3 Merchandising

All merchandise must be approved by WEM, and a fee may be charged.

31.4 Additional Team passes

Riders who plan on racing all rounds, will be able to purchase a maximum 4 additional series passes at a discounted price of \$200.00 (a saving of \$120.00).

31.5 Team Dress Code

Any person associated with a team who requires access to the waiting zone or mechanics / signal area must be dressed in a neat and tidy manner i.e. Collared shirt and Trousers or dress style shorts.

Strictly No T Shirts, Singlets, Thongs or Board Shorts. No exceptions

31.6 Team Registration and Parking.

WEM has developed 3 levels of team structure.

Premier Team, Feature Team, Industry Team. If you are running as a team you must apply for team status. See team application form on the web site www.mxnationals.com.au. Fees apply for additional accreditation

31.7 ADMISSION CHARGES

Adults	\$30.00
Children 5 to 15 years	\$20.00
Family 2 Adults & 2 Kids	\$70.00

32. FIRE EXTINGUISHERS

All riders must have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area

33. 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.

CONTRACT TO PARTICIPATE IN THE 2017 MX NATIONALS

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 Indemnites by any person expressly entitled to make a claim under a MA Insurance Policy; or
 - (ii) a claim against MA or the Motorcycling Organisations under any right expressly conferred by its constitution or regulation;
- b) "Indemnites" 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;
- viii) 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 Indemnites, 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 Indemnites will, at the discretion of MA, the Motorcycling Organisations and the Indemnites, 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 Indemnites 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 Indemnites 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 Indemnites or in any other manner whatsoever; and
- (c) indemnify and will keep indemnified the Indemnites 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 Indemnites in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnite'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 Indemnites.

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 Indemnites 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 Indemnites (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnites 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 WILLIAMS EVENT MANAGEMENT use and disclose personal information for the purposes of conducting and administering 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.

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 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.

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

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) All Australian SCBs
- 4) Williams Event Management P/L
- 5) All Clubs and officials who form part of the series.
- 6) All Round Venues
- 7) All landowners of properties holding Rounds
- 8) All Series or Round Sponsors or official suppliers
- 9) All providers of medical services at all Rounds
- 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:

2017 MX Nationals held on the dates listed on the MA Event permits

SCHEDULE 3:

2017 MX Nationals held at the venues listed on the MA Event permits

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.

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 Indemnites 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 Indemnites, 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 Indemnites 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 Indemnites 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 Indemnites will, at the discretion of MA, the Motorcycling Organisations and the Indemnites, 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 Indemnites 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 Indemnites 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.