



## SUPPLEMENTARY REGULATIONS

<b>Track Licence No:</b> MV	<b>MA Permit No:</b> MA 1906	<b>IMN Permit No:</b>
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<b>MA Steward:</b>	Brendon Gledhill	<b>Race Secretary:</b>	Margaret Davenport
<b>Clerk of Course:</b>	Mark Hancock	<b>Scrutineer:</b>	Michael Burns
<b>Event Contact:</b>	Jacqui Hill 0439 724 533 Between 7pm - 9pm	<b>Event Contact:</b>	Kenny Watts Ph: 0419 313 207 Between 7pm – 9pm
<b>Email:</b>	<a href="mailto:kennethwatts02@dodo.com.au">kennethwatts02@dodo.com.au</a>	<b>Postal:</b>	P.O Box 420 Horsham, Victoria 3402

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## 1. ANNOUNCEMENT

The Horsham Motorcycle Club hereafter called the Promoter will conduct the promotion the 2017 KTM Australian Junior Motocross Championship for Junior competitors in the following categories: Junior 50cc Division 2 65cc solo, 85cc 2 stroke/150cc 4 stroke (Standard & Big Wheel Classes), 100-125cc 2 stroke, 128-150cc 2 stroke & 200-250cc 4 stroke, Girls 85cc 2 stroke/150cc 4 stroke all wheel, Girls 100-150 2 stroke & 200-250cc 4 stroke.

The event shall take place at Doon Recreation reserve, Henty Hwy Horsham from Saturday 30<sup>th</sup> September to Friday 6<sup>th</sup> October 2017.

## 2. JURISDICTION

2.1 The abovementioned meeting has been authorized by Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit Number MA 1906 and International Meeting Number **TBA** and is open to holders of current Motorcycling Australia Junior National Licenses and One Event National Licenses. License holders must be able to present an up to date **Junior Logbook** to be eligible to compete.

2.2 Competitors with comparable licenses from another FMN who have obtained written clearance and provide verification of personal FIM insurance to a standard accepted by Motorcycling Australia are also eligible to compete.

2.3 The meeting will be held in accordance with the 2017 Manual of Motorcycle Sport (MOMS) and current General Competition Rules (GCR'S), 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	TBA
Clerk of Course	Mark Hancock
Assistant C of C	Gerard Toohey
Race Secretary	Margaret Davenport
Assistant Race Sec:	Penny Anell
Chief Scrutineer	Michael Burns
Time Keeper	TBA – level 4

All other officials shall be noted in the Final Instructions.

## 4. ENTRIES

4.1 Entries open forthwith and close at 8pm, on the 9th of September.

4.2 Entry is: <https://www.cloudentries.com.au/Event/EventForm/3679>

4.3 If you are unable to enter using the online format please contact either of the event contacts listed on page one to arrange a suitable alternative.

4.4 ONLINE PAYMENT THROUGH PAYPAL, Payments can be completed using Paypal, Visa, Credit, Debit or MasterCard's are also accepted.

## 5. LATE ENTRY POLICY

5.1 Late entries will only be accepted via **ONLINE ENTRY** and will only be accepted at the discretion of the Promoter

5.2 Late entries are not guaranteed to be listed in the event program.

## 6. CANCELLATION POLICY

6.1 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by Motorcycling Australia.

6.2 The Race Secretaries will make all possible attempts to notify all entered competitors of cancellation via email; however the **onus is placed on the competitor to remain up to date with the event information.**

6.3 Announcements will be posted via the following methods:

The official 2017 KTM Australian Junior Motocross Championship website: [www.horsham-mcc.com.au](http://www.horsham-mcc.com.au)

Twenty17 Australian Junior MX - Facebook Page

Motorcycling Australia website [www.ma.org.au](http://www.ma.org.au)

If in any doubt as to the cancellation of the event please do not hesitate to contact one or both of the event contacts.

## 7. REFUND POLICY

7.1 The return of entry fees for any rider withdrawing from the event is at the discretion of the Promoter, subject to approval by Motorcycling Australia.

7.1.1 In the event of a rider/s not being able to attend the meeting due to unforeseen circumstances, a **REFUND** of entry fees **may** be issued if the following conditions are met:

7.1.1.1 the event contacts are to be notified via email ([kennethwatts02@dodo.com.au](mailto:kennethwatts02@dodo.com.au)) up to 10 days before the event. The event contacts will acknowledge the notification via return email as soon as possible.

7.1.1.2 Refunds requested within the 10 day period before the event **MUST PROVIDE** a medical certificate.

7.1.1.3 Refunds authorized will only be issued via direct deposit into the rider's account in which the original payment was made.

7.1.1.4 Refunds requested after the event **WILL NOT** be considered.

## 8. ENTRY FEE

8.1

Championship Classes	Entry, Medical, Flag Marshall & MA Levies	\$250.00
Extra Classes of Competition	Entry, Medical & Flag Marshall Levies	\$150.00
<b>Mylaps Transponder hire</b>	<b>If needed, one per bike.</b>	<b>\$30.00</b>

8.2 At completion of ONLINE ENTRY the entrant shall be provided with a payment and entry confirmation via email from Clouduentries.

8.3 Final Instructions shall be forwarded to all competitors via their email address, which they shall provide when entering online. We ask to **PLEASE MAKE SURE** you provide accurate email address as to ensure receiving these instructions.

8.4. Final instructions will also be available via:

The official 2017 KTM Australian Junior Motocross Championship website: [www.horsham-mcc.com](http://www.horsham-mcc.com)

The Motorcycling Australia Website: [www.ma.org.au](http://www.ma.org.au)

## 9. INSURANCE

9.1 Details of the National Personal Accident Scheme are available from [www.ma.org.au](http://www.ma.org.au) or the 2017 Manual of Motorcycle Sport. This provides basic cover for death and permanent disability.

9.2 Ambulance Insurance is compulsory for licensees.

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

## 10. MEDICAL SERVICES

10.1 The medical service providers will be advised at a later stage

10.2 A Medical Information section is included in your entry details on Clouduentries. The purpose behind this is to provide medical service personnel with sufficient information to treat competitors. We strongly urge you to fill this section in with your entry. All Medical Information is kept strictly private and confidential and are only made available to Medical Personnel in the event that they are required.

## 11. SCRUTINEERING

12.1 GCR'S 12.7.0.2 Self Scrutineering and Sign In will take place Saturday 30<sup>th</sup> September, A signed checklist that the protective clothing, equipment and machine has been self scrutineered and provided for the scrutineer. Forms must show engine and frame number. If the rider has a spare bike a separate form must be submitted for that bike also.

The Chief scrutineer will be present at sign in to clarify any questions the rider has.

**11.2 All helmets must be brought up to Random Scrutineering of any Machine including the spare bike may take place any time prior to or after practice, qualifying or racing.**

11.3 GCRs 12.25.5.1 Handlebar widths are overall width's including the bar ends.

11.4 GCRs Appendix 1 A & B Page 314. All Helmets will need to be checked and passed at sign on and ensure your helmet/s comply and must be fitted with an emergency helmet eject system.

11.5 Machines which suffer accident damage in practice, qualifying or race sessions may be re-examined before participating again.

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

11.7 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.

Please feel free to contact the Chief Scrutineer for clarification on any Scrutineering issues.

## 12. CLASSES OF COMPETITION

12.1 Juniors wishing to compete **MUST** have a suitably endorsed competition license and/or Junior Logbook showing coaching has been undertaken on that particular capacity or higher capacity of machine.

12.2 The age of competitors will be their age as at 1 January 2017 unless a competitor is evoking GCR 12.12.1.2. (b) A rider may move to the next higher age class when they become eligible by reason of celebrating a birthday, but once the rider moves to that higher age class in any competition, they may not move back to the lower age class.

12.3 This rule will apply to all competitors up to and including 16 year olds.

12.4

50cc Division Two	7 to under 9 years	7 minutes + 1 Lap
65cc Solo	7 to under 9 years	7 minutes + 1 Lap
65cc Solo	9 to under 11 years	7 minutes + 1 Lap
65cc Solo	11 years	7 minutes + 1 Lap
85cc 2 stroke/150cc 4 stroke Standard Wheels	9 to under 12 years	10 minutes + 1 Lap
85cc 2 stroke/150cc 4 stroke Standard & Big Wheel All Wheels	12 to under 14 years	10 minutes + 1 Lap
85cc 2 stroke/150cc 4 stroke Standard & Big Wheel All Wheels	14 to under 16 years	10 minutes + 1 Lap
100 – 125cc 2 Stroke	13 to under 15 years	10 minutes + 1 Lap
100 – 125cc 2 Stroke	15 years	10 minutes + 1 Lap
128cc- 150cc 2-Stroke & 200cc to 250cc 4-Stroke	13 to under 15 years	10 minutes + 1 Lap
128cc -150cc 2-Stroke & 200cc to 250cc 4-Stroke	15 years	10 minutes + 1 Lap
Female 85cc 2-Stroke/150cc 4-Stroke Std/Big Wheel	12 to under 16 years	10 minutes + 1 Lap
Female 100-150cc 2 stroke & 200-250cc 4 Stroke	13 to under 16 years	10 minutes + 1 Lap

12.5 Female competitors may cross enter in the comparable age/capacity classes.

## 13. ENTRIES TO CONSTITUTE A CLASS

13.1 To constitute a class for the purpose of gaining Championship status, the number of the contestants entered and competing in each class will be as per GCR 12.4.2.2 (a & c)

13.2 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 Motorcycling Australia approval.

## 14. STARTS

14.1 GCRs 12.16.4.7 (a) 40 individual backward falling/ self-penalizing gates will be used.

14.2 GCRs 12.16.4.9 (a – d) All competitors will be called to the start line a minimum of two (2) minutes before each start. At the end of the 2 minutes, and when the starter is ready, a 15 second sign will be held up for a full 15 seconds. At the end of 15 seconds, a 5 second sign will be displayed. The gate will drop between 5 and 10 seconds after the 5 second sign is shown.

14.3 GCR'S 12.16.4.7 (c) Preparation on the start gate is to be confined to the area between the rollback barrier and gate hinge and no materials or tools may be brought onto the start area unless directed by the starter, on the instructions from a key official. (d) **No** work is to be done in front of the start gate.

14.4 GCR's 12.16.4.10 Competitors may use up to 2 starting blocks (one per side) and must be able to start in an event without additional aid while sitting on the machine.

## 15. PRACTICE & RACE FORMAT

15.1 The first lap of the first practice session will be under a waved yellow flag followed by three (3) practice laps per session for each class with each class having two sessions if time permits. If a single practice session is decided upon, this will then consist of five (5) lap's duration.

15.2 GCRs 12.21.1.3 Classes where numbers are 40 or less, will be conducted over 5 finals cumulatively scored with points allocated in each race.

15.3 GCRs 12.21.1.4 (a & b) Classes where numbers exceed 40 will be conducted over three (3) mixed heats and three (3) finals.

a) Three (3) heats cumulatively scored, with points allocated in each heat as per GCRs.

b) The top 40 **AVAILABLE** point scorers from the heats will transfer to three (3) finals. If any rider/s is unable to take their place in the first of the 3 finals, the starter shall wait 2 minutes after the last of the top point scorers takes their place on the start line. Then shall start calling in the next available rider to take the place/s following the results order from the heats till the grid is full. If riders are tied on points for the 40<sup>th</sup> position, the rider with the higher finishing position in the last heat will be awarded the position. If still tied, it will come down to the fastest overall race time for the last heat.

The top 40 available point scorers from the heats will transfer to the finals. **ONLY** Competitors in Final 1 are eligible to compete in the remaining finals.

c) Classes will be conducted over three (3) finals cumulatively scored, with points allocated in each race as per GCR's.

15.4 Race duration as per Section 12.4 of these Supplementary Regulations.

15.5 Scoring as per GCRs 12.16.13.1

15.6 GCR'S 12.21.5.1 Electronic timing will be used at the event

15.7 Qualifying – Grid positions. First grid position will be determined by the time from the 2<sup>nd</sup> practice session. Grid position from then on shall be on race finishing order. For classes where heats are required, the qualifying time will determine your grid selection for heat 1, eg; highest qualifier to Heat 1, 2<sup>nd</sup> highest to Heat 2 and so on, there-after, your fastest time from your heat will determine your grid draw for the next heat. At the completion of the heats, the highest point scorer will have first grid selection.

## 16. EVENT SCHEDULE

16.1 Gates to the venue shall be open from Friday 29<sup>th</sup> September from 9am - 3pm to give access for those wanting to set up pit sites. Please note there will not be any security available until the Saturday.

16.2 Scrutineering/sign in and further pit site set up will commence Saturday 30<sup>th</sup> September from 9am.

16.3 Riders Briefing will commence Sunday 1<sup>st</sup> October at 8.30am. **Please note it is compulsory for all competitors and a parent or legal guardian to attend Riders Briefing.** A random attendance role may be utilized by the Clerk of Course to determine a competitor's attendance.

16.4 Practice will commence Sunday 1<sup>st</sup> October immediately after Riders Briefing.

16.5 Practice will consist of three (3) laps per session for each class with each class having two sessions if time permits. If a single practice session is decided upon, this will consist of five (5) lap's duration. This will be confirmed in the final instructions.

16.6 Racing will commence Monday 2<sup>nd</sup> October at 9.00am.

16.7 Saturday 7<sup>th</sup> October may be utilized to complete racing in the event of unforeseen circumstances.

16.8 Gates shall be open from 6am Sunday 1<sup>st</sup> October through to Saturday 7<sup>th</sup> October. All vehicles must park in the allocated parking areas.

16.9 At the completion of the race day the venue gates shall be open for a period of 3 hours at which time they will be closed and security personnel shall be placed at the venue.

16.10 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be Saturday 30<sup>th</sup> September 9am with the completion of the meeting for the participant being when the participant has vacated the venue.

## **17. AWARDS**

17.1 All participants shall receive a participation award.

17.2 All finalists shall receive an award.

17.3 MA Medallions will be awarded to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place getters in each Championship class along with a permanent memento of their achievement by the promoter.

17.4 GCR'S 12.21.4.3 Interstate Challenge. A Perpetual Trophy will be awarded to the winning state with each member of the team receiving a participation memento.

17.5 Oceania Challenge. A Trophy will be awarded to the winning Country with each member of the team receiving a participation memento.

## **18. PRESENTATIONS**

Presentation night will be held at the Lutheran Hall. Starting at 7pm on the night of the last days racing.

## **19. MACHINES AND RIDERS**

19.1 All machines entered must comply with the current GCRs for motocross competition.

19.2 All spare/reserve machines must be listed on the entry form and must have passed scrutineering.

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

19.4 Change of machine may be permitted provided notification has been given to the Clerk of Course in writing form three (3) events prior to the machine entering the two (2) minute start zone. The substitute machine MUST have previously been through machine examination. The correct transponder must be fitted to the substitute machine.

## **20. RIDING NUMBERS**

20.1 GCR'S 12.21.2.1 (a & b) The first digit will be the first digit of the postcode of the competitor's state of residency, with the exception of the Northern Territory which will be the 1 digit. Riding numbers will be allocated at the Promoters discretion. Riders with registered numbers in their state, which commence with the appropriate postcode, will be given first preference for use of their number.

20.2 List two to three alternative numbers on your entry and every effort shall be made to accommodate the preferences. Numbers shall be allocated on a first in entry basis. No guarantees are made by the promoter.

20.3 All number plates on all machines MUST comply with the GCRs 12.15.2.1

20.4 Back Numbers – GCRs 12.15.4.1 No junior may compete without back numbers on their back in contrasting colours and with a minimum size of 125mm height and 20mm width of stroke.

20.5 Number Plate colours as per GCRs 12.15.3.2

20.6 New Zealand riders, competing in the Oceania Challenge, these will be your selected, allocated number IN WHITE on BLACK background to side plates and white number on the National Flag to front plate

## **21. GRID POSITIONS**

21.1 In the case of 40 nominations or less grid positions for the first final will be determined by practice-qualifying times. Subsequent finals shall be by race finishing order from previous final.

21.2 Heats will be decided as per qualifying times. The first final will be decided with the highest point scorer having the first pick and so on. Heats must be mixed – MoMS 12.21.1.4

## **22. RIDERS BRIEFING**

A riders' briefing will be held prior to the commencement of racing. Details will be included in the final instructions including if a briefing shall be conducted on each day of competition.

**Please note it is compulsory for all competitors and a parent or legal guardian to attend Riders Briefing.** A random attendance role may be utilized by the Clerk of Course to determine a competitor's attendance.

### **23. CIRCUIT DESCRIPTION**

The track is 1700 meters in length of hard pack soils. It contains man made jumps and runs in an anticlockwise direction.

### **24. TRACK INSPECTION**

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. Time allocated for this shall be 7.30am to 8am each day of competition unless otherwise advised in the Final Instructions. This inspection must be done on foot (enclosed footwear) and competitors are reminded that service vehicles may be in operation on the circuit at this time.

### **25. 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.

### **26. FACILITIES**

26.1 A full canteen service will be in operation for the entirety of the event.

26.2 Toilet and shower facilities are onsite with showers & toilets available for both Male & Female.

26.3 There will be **NO CAMPING AVAILABLE AT THE VENUE**. The Horsham Motorcycle Club has a camping option at the Wimmera Event Centre (WEC) site 37 Field days Rd Longernong. Approximately 4 minutes from the track. Information can be obtained via the Horsham MCC web site. There are also several other options in Horsham and surrounding areas

### **27. NOISE**

All machines must comply with GCRs for noise emissions. Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course.

### **28. TYRES**

There are no restrictions on tyres other than they be of motocross style.

### **29. ANTI-DOPING POLICY**

29.1 All competitors, parents, guardians 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.

29.2 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 prize money may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

### **30. DRUG AND ALCOHOL TESTING**

All competitors, parents, guardians and officials are advised that random drug and alcohol testing may take place during the competition. Refer to GCRs for details on the Safety Policy – Drug and Alcohol testing.

### **31. 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](http://www.ma.org.au) or chapter 22 part B 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.

### **32. IMAGES & VISION (Advertising & Endorsements)**

32.1 The Promoter reserves the right to use the images and names of any competitor, team or manufacturer in any present or future event merchandising, videos, TV commercials, posters and printed material as is sees fit.

32.2 In the event of any incident, the Promoter has the right to request a copy of any relevant recorded footage.

### **33. PRODUCT OR SERVICE RETAILING**

33.1 No person other than an official event sponsor, who has signed an agreement stating such, may retail any product or service within the venue bounds unless prior written approval has been granted by the Promoter.

33.2 The penalty for undertaking the retail of a product or service without express permission will be eviction from the event. No exceptions.

### **34. ELECTRONIC TIMING**

34.1 Mylaps transponders will be utilized at this event and are compulsory for all competitors. With one transponder per bike.

34.2 Transponders must be fitted for all practice sessions.

34.3 It is the competitor's responsibility to ensure that the transponder is mounted correctly and securely to prevent damage from fouling on other components of the machine.

34.4 The onus is on the parent/guardian to ensure the correct transponder is on the correct machine prior to each event.

34.5. All competitors hiring a transponder are required to provide their MA licence in exchange for a Mylaps transponder.

34.6 Transponders must be returned to the designated person / area at the completion of the event.

34.7 When a hired transponder is transferred to the competitor, it then becomes the competitor's responsibility; if lost or damaged the competitor shall be responsible for its replacement.

34.8 For hired transponders not returned at the end of the event the hirer is responsible for the transponder until it arrives back at the designated place. Autotech Dimboola Rd Horsham. Vic 3400. This includes in transit with Australia Post and by courier. No excuses will be accepted for non-delivery and it is recommended the transponder be hand delivered.

34.9 It is the competitor's responsibility as the hirer to ensure that transponders are returned in a good, clean condition at the end of the event, or if due to machine failure or injury before the machine leaves the venue. Competitors WILL be charged a Late Fee of \$20.00 per day per transponder for transponders that are not returned when appropriate.

34.10 Please note, a rider's licence may not be returned until return of the transponder/s or payment of fine.

### **35. BIKE WASH**

**Bike wash facilities situated in the pit area offering 30 washing bays. Competitors are required to provide their own pressure washers and hoses. WASHING OF BIKES OUTSIDE OF THIS AREA IS NOT PERMITTED.**

### **36. FLAG MARSHALLS**

Flag Marshalls will be supplied by the Promoter.

### **37. PIT SITES**

Premium Pit Sites will be available by prior arrangement and fees will apply. Please contact the event contacts by email: [kennethwatts02@dodo.com.au](mailto:kennethwatts02@dodo.com.au) in regards to the availability of these sites.

Riders not wishing to purchase a premium site will be allocated one site per entry at a size of 3 mtrs X 3 mtrs.



### **38. INTERSTATE CUP CHALLENGE**

**FORMAT:** Each state is to choose a team of eight (8) junior competitors from a minimum of four (4) different classes to compete for the Interstate Cup Challenge. To be eligible each competitor must be entered for the 2017 KTM Australian Junior Motocross Championship prior to the closing date. Team members must be named and the Race Secretary be informed by the end of practice.

**SCORING:** Each competitor will be scored as per GCR 12.16.13.1 in his or her own classes. At the end of the 2017 KTM Australian Junior Motocross Championship, the highest point scoring six (6) members from each state will have their final placing rescored using GCR 12.16.13.1 and the points added together to give an overall score. The state with the highest overall team score will be deemed the winners of the Interstate Cup Challenge.

### **39. OCEANIA CHALLENGE –**

**FORMAT:** All New Zealand riders who enter the KTM 2017 Australian Junior Motocross Championship with entries closing 9<sup>th</sup> September will represent their country and MA will nominate riders in corresponding classes to represent Australia and compete against the New Zealand riders,

**SCORING:** The points scored from each Countries nominated riders will have their final placing rescored using GCR 12.16.13.1 and the points added together to give an overall result. The country with the highest overall team score will be deemed the winners of the Oceania Challenge.

### **40. SPECIAL NOTES & WARNINGS**

40.1 As per MOMS Chapter 7 - Officials at any time during the course of the event may impose Penalties.

40.2 No dogs (with the exception of Assistance Dogs) are permitted at any time during the meeting.

40.3 Body jewellery is to be removed or securely covered with tape prior to competition. Hair longer than shoulder length must be confined in the helmet or clothing.

### **41. FIRE EXTINGUISHERS**

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

### **42. 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](http://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 KTM AUSTRALIAN JUNIOR 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.

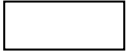
### 2. DEFINITIONS

- In this declaration:
- "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:
    - 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
    - a claim against MA or the Motorcycling Organisations under any right expressly conferred by its constitution or regulation;
  - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - "MA" means Motorcycling Australia Limited;
  - "State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;
  - "Motorcycling Activity" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

### 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:

- that physical and mental injuries can and often do occur, which may result in me being hurt or even killed;
  - that my machinery or equipment may be damaged, lost or destroyed;
  - that competitors may ride dangerously or with a lack of skill;
  - that track or Event conditions may be hazardous and may vary without warning or predictability;
  - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
  - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- 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.
  - 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)*.



**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 Victoria
- 4) Horsham Motorcycle Club
- 5) Victorian State Government
- 6) KTM Australia
- 7) Event Medical Team
- 8) 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
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

30<sup>th</sup> September to 7<sup>th</sup> October 2017 6am – 5pm Daily

**SCHEDULE 3:**

Horsham MCC Dooen recreation reserve 700 Henty highway Horsham

**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:**

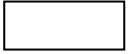
By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined 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 Indemniteses, 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 Indemniteses 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 Indemniteses 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 Indemniteses will, at the discretion of MA, the Motorcycling Organisations and the Indemniteses, 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 Indemniteses 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](http://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 Indemniteses 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.