



**AUSTRALIAN HISTORIC ROAD RACING
CHAMPIONSHIPS**

9th-12th November 2017

WAKEFIELD PARK RACEWAY

SUPPLEMENTARY REGULATIONS

Conducted under the jurisdiction of Motorcycling Australia Limited

Version 2 - updates in BOLD RED

EVENT:	AUSTRALIAN HISTORIC ROAD RACING CHAMPIONSHIPS	
DATE:	9 th -12 th November 2017	
VENUE:	Wakefield Park Raceway 4770 Braidwood Rd, Turrillville NSW 2580	
TRACK LICENCE NUMBER:	21638	
EVENT CONTACT:	AHRRC Co-ordinator (PCRA) Lech Budniak ahrrc@pcra.com.au or Ph: 0409 152 646 Entry Enquires – (Wakefield Park) Ruth Walsh raceseecretary@wakefieldpark.com.au or 02 4822 2811	
EVENT KEY OFFICIALS	Steward Clerk of Course Race Secretary Chief Scrutineer Eligibility Scrutineer	Tim Sanford Ross Martin Denise Stronach Marcus de Caux Ian Tomlinson

1. ANNOUNCEMENT

The Post Classic Racing Association of NSW, in conjunction with Wakefield Park Motorsport P/L, hereafter called the Promoter will conduct the Australian Historic Road Racing Championships for Period 1-6 Solo Machines and Period 3-5 Sidecars at Wakefield Park Raceway, 4770 Braidwood Rd Tirrannaville, on 9th-12th November 2017.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia which has issued the Motorcycling Australia Permit Number 1900 and is open to holders of current Motorcycling Australia Senior National and One Event competition licences. One Event Competition Licences are available from your State Controlling Body. Limited One Event Licences will be sold on the day and competitors are advised to organise the licences with their State Controlling Body in advance of the Race Meeting. To purchase a licence on-site competitors are responsible to provide the following: proof of a club membership, ambulance cover, and proof of an annual competition licences within the last 10 years or complete and pass a competency exam. The cost for the licence is an additional \$75, plus a \$10 on-site administration fee. Without this documentation competitors will not be able to obtain a One Event Competition Licence and will require a Senior National Licence.

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	Tim Sanford	Level 4
Clerk of Course	Ross Martin	Level 4
Race Secretary	Denise Stronach	Level 4
Chief Scrutineer	Marcus de Caux	Level 4
Eligibility Scrutineer	Ian Tomlinson	Level 4

4. ENTRIES

4.1 Entries are open forthwith and close last mail Friday 13th October 2017. Late entries will not be accepted.

4.2 You can enter this meeting one of two ways. Entry via the on-line system is preferred.

ELECTRONICALLY: Submit an on-line entry via Wakefield Park's website (www.wakefieldpark.com.au).

NOTE: This is an event specific page specifically designed for this event. You may purchase your garage/carport at the time of entering.

MANUALLY: Download the entry form off the Wakefield Park website, complete in full including Credit Card details/Aus Post Money Order and return via mail to "Entry Secretary, Wakefield Park" P.O Box 151 Goulburn NSW 2580. NOTE: Enough time should be allowed for Aus Post delivery service, garage/carport allocation is on first in/first served basis.

4.3 In the event of over subscription, the Promoter, in consultation with Motorcycling Australia reserve the right to limit the number of cross-entries or close entries prior to the nominated closing date.

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

4.5 Only entries received on the official on-line or mailed entry form that are accompanied by the correct fee will be accepted.

4.5 Entry fees will only be refunded if a rider informs the Entry Secretary Ruth Walsh racese secretary@wakefieldpark.com.au in writing, 10 days before the event, less a \$50 administration fee. A medical certificate is required if a rider withdraws less than 10 days before the event.

5. ENTRY FEE

5.1 Initial entry	\$ 360.00
Extra class	\$ 30.00
Extra transponder	\$ 35.00
Sidecar passenger	\$ 35.00
Garage space per bike	\$ 65.00 total for the event (4 bikes per garage)
Carport instead of garage space	\$100.00 total for the event (Whole carport includes space for 2 or more bikes)
Carport per sidecar	\$100.00 total for the event (1 sidecar per carport)
Thursday optional practice	\$130.00 (Entry on the day will be \$175)

5.2 Payment by Credit Card only through the online system.

5.3 Money Order or Credit Card only with paper entries are accepted for this meeting, payable to "Wakefield Park Motorsport"

5.4 Final instructions will be sent via email. Please provide a current email address.

6. ENTRY PASSES

6.1 Each entry will receive 3 entry passes (4 for sidecar) plus one vehicle pass. Entrants quoting a current Entrants Licence number will receive one extra pass. Entry passes will be available for pick up at the entry booth.

7. INSURANCE

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

7.2 Ambulance Insurance is compulsory for licensees.

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

8. MEDICAL SERVICES

8.1 Medical services will be provided by Ambulance Australia and will be in attendance Thursday 9th to Sunday 12th 8:00am to 5pm. A civil ambulance will be in attendance Friday to Sunday.

9. SCRUTINEERING

9.1 Riders entering Thursday's optional practice must have their machines scrutineered prior to entering the track. Scrutineering will begin at 7:00am. The early scrutineering session is for the track day purposes only. Riders will need to take their machines to official scrutineering later to obtain an MA decal on passing inspection.

9.2 Official scrutineering for the Australian Historic Road Racing Championships will commence 10:00am Thursday.

9.3 Machines entered in the competition must have successfully passed official machine examination prior to taking part in qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

9.4 Current competition licences, log books 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.

9.5 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.

9.6 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.

9.7 Leathers must be worn to gear scrutineering.

9.8 Belly pans (where applicable) must be removed.

9.9 Only non-glycol coolants are allowed. Water-cooled bikes will be checked for the presence of glycol in coolant water using a glycol refractometer. The competitor is to provide a coolant sample via the radiator cap or coolant hose.

10. CLASSES OF COMPETITION

10.1 Categories:

Period 1 Veteran, Up to 31/12/1919

Period 2 Vintage, solo machines dated up to 31/12/1945

Period 3 Classic, solo and sidecar machines dated 1/1/1946 to 31/12/1962

Period 4 Post Classic, solo and sidecar machines dated 1/1/1963 to 31/12/1972

Period 5 Forgotten Era, solo and sidecar machines dated 1/1/1973 to 31/12/1982

Period 6 New Era, solo machines dated 1/1/1983 to 31/12/1990

10.2 Classes:

Ultra-lightweight solo up to 125cc

Lightweight solo 132cc to 250cc

Junior solo 263cc to 350cc (excludes Period 6)

Senior solo 368cc to 500cc

Unlimited solo 526cc to 1300cc (excludes Period 6)

Sidecars up to 1300cc (excludes Period 6)
Period 2 Junior solo up to 350cc
Period 2 Unlimited solo 368 to 1300cc
Period 3 Formula 700 solo 526cc to 700cc (NB: This class is for pushrod engines only and there is no capacity tolerance)
Period 4 Formula 750 solo 526cc to 750cc
Period 5 Formula 750 solo 526cc to 750cc
Period 6 250 Production solo 250cc (NB: Machines must have either a compliance plate fitted or supporting documentation of year of manufacture)
Period 6 Formula 750 solo 526cc to 750cc (750cc – 1000cc 2 cylinder engines)
Period 6 Formula 1300 solo 788cc to 1300cc

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 ten (10) or more bona-fide entries for all solo classes, and six (6) or more bona fide entries for all sidecar classes.

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 Wakefield Park Motorsport, subject to Motorcycling Australia approval.

12. STARTS AND FINISHES

12.1 Starting procedures are as per GCR 11.10.4.

12.2 Starts will be by clutch start. A start will be affected when the red light is extinguished. In the event of the lights malfunctioning, starts will be made by the raising of the National Flag.

12.3 Jump starts are determined as per GCR 10.12.9. Penalties for a jump start will be determined by the Steward or Clerk of Course as per GCR 7.1.2.

12.4 Finishing procedures are as per GCR 11.10.5.

13. FLAGS AND SIGNALS

13.1 As per APPENDIX B: FLAGS & SIGNALS of the MoMS, flags and signals have the following meanings:

FLAG SIGNAL	MEANING AND REQUIREMENT OF COMPETITOR
National flag dropped or raised	Start
Red flag displayed	Race or practice stopped prematurely. Competitors must slow down, must not overtake and must slowly proceed to the parc fermé, pits, or other area indicated to them by officials. The red flag will also be used to signal the end of a demonstration.
Black flag held stationary and blackboard with rider's number	Competitor with number indicated on backboard must stop at the pits on the next lap.
Yellow flag held stationary	Danger, ride slowly, over taking is forbidden.
Yellow flag waved	Immediate danger, slow down, prepare to stop, overtaken forbidden.
Yellow flag with red stripes, held stationary	Deterioration of adhesion of the track.
White flag waved	Slow-moving intervention vehicle on track.
Blue flag held stationary	Over-taking signal warning that competitor is soon to be overtaken.
Blue flag waved	Over-taking signal warning that rider is about to be overtaken.
Green flag waved	Course clear.
Last lap board	The last lap of the race is about to commence.
Black & white chequered flag waved	Finish of race, practice session or qualifying.
Flag signals may be supplemented by light signals as follows:	
One or two flashing yellow lights	Yellow Flag
Green Light	Green Flag
Red Light	Red Flag

14. RACE FORMAT

14.1 Thursday 9th November – Optional practice

Friday 10th November – Qualifying sessions x 2

Saturday 11th November – Heat 1 and 2

Sunday 12th November – Heat 3 and 4

14.2 Optional practice on Thursday is for AHRRC competitors ONLY. Entry fee when booked online through the entry system at the time of conducting your entry, will be \$130. If you do not enter online, entry on day is permissible at a price of \$175.

14.3 Proposed race format is 4 heats each of 5 laps. The final format will be adjusted based on final entries received.

Race 1	P3 – P5 Sidecars
Race 2	P2 500, P3 500, P6 250GP
Race 3	P6 Formula 750, P4 Unlimited
Race 4	P6 250 Production, P5 250
Race 5	P2 Unlimited, P3 Unlimited
Race 6	P3 350, P5 500
Race 7	P6 500, P4 500
Race 8	P5 Unlimited

Race 9 P3 125, P4 125, P5 125, P6 125, P3 250, P4 250, P2 350
 Race 10 P6 Formula 1300
 Race 11 P3 Formula 700, P4 750, P5 750
 Race 12 P4 350, P5 350

14.4 Point scoring will be as per GCR 11.10.10.1

1 st	25	11 th	10
2 nd	20	12 th	9
3 rd	18	13 th	8
4 th	17	14 th	7
5 th	16	15 th	6
6 th	15	16 th	5
7 th	14	17 th	4
8 th	13	18 th	3
9 th	12	19 th	2
10 th	11	20 th	1

15. EVENT SCHEDULE

15.1 Wednesday 8th November

Circuit open 2pm for garage set-up. Camping area available from 2pm.

Thursday 9th November

Optional practice.

Gates open 6:30am. Sign-on and practice day scrutineering from 7:00am. Riders briefing 8:15am. Practice starts at 9:00am.

Official scrutineering will be available from 10:00am – 5:00pm.

Friday 10th November

2 x qualifying sessions per class.

Gates open 6:30am. Sign-on and scrutineering from 7:00am. Riders briefing 8:15am. Qualifying starts at 9:00am.

Saturday 11th November

Australian Historic Road Racing Championship races.

Gates open 6:30am. Riders briefing 8:15am. Racing starts at 9am.

Sunday 12th November

Australian Historic Road Racing Championship races.

Gates open 6:30am. Racing starts at 9am.

15.2 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7:00am with the completion of the meeting for the participant being on conclusion of the day's events.

16. AWARDS AND PRIZEMONEY

16.1 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. Trophies will be presented to the 1st, 2nd and 3rd placed riders and passengers in all classes.

17. TIMING

17.1 Timing will be by transponders. Riders will be required to leave their MA licence as a deposit for the transponder. Replacement or repair to damaged transponders will be billed to the rider.

17.2 Computime will be providing event and live timing. Printed grid position sheets will be available at the Race Control tower. Live timing will be available via the internet.

18. PRESENTATIONS

18.1 Presentations will take place in the forecourt area of garages 1-5 after the conclusion of racing on Sunday. A BBQ will be provided at this time.

19. MACHINES AND RIDERS

19.1 All machines entered must comply with the current GCRs for Historic Road Racing competition.

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

19.3 Change of machine must be advised in writing to the Race Secretary up to 20 minutes prior to the event and verified by the Clerk of the Course. A rider may not change to a machine which has not been officially scrutineered for the event.

20. RIDING NUMBERS

20.1 Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Post Classic Racing Association of NSW's discretion.

20.2 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.

20.3 The current Australian Championship title holding rider in every Historic Road Race Championship class is entitled to the Number 1 number plate for use in the capacity class for which the title is held.

21. GRID POSITIONS

21.1 Grid positions for Race 1 will be determined from the combination of times from qualifying sessions 1 & 2. Grids for subsequent heats will be determined by the finishing position of the previous race.

21.2 Grid position sheets will be available at the base of the control tower. To avoid delays on the grid, please be aware of your grid position before your race. If you create an unnecessary delay on the grid, you may be sent to the back of the grid by the grid marshal.

22. 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.

23. CIRCUIT DESCRIPTION

Wakefield Park is a bitumen track of 2.2 kilometres in length and is run in a clockwise direction.

24. TRACK INSPECTION

24.1 All competitors will be given the opportunity to walk and inspect the track prior to any on track participation from 2—5pm on Wednesday, 8th November or Thursday, 9th November at the conclusion of practice sessions for approx. 1 hour. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

24.2 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.

25. FACILITIES

25.1 Garage spaces can be booked via the online entry system. There are approximately 30 pit lane garages (4 bikes per garage), 30 B block garages (larger garages, 4 bikes per garage), carports (1 sidecar or 2 or more bikes).

25.2 On site security will be provided by Wakefield Park Motorsport P/L.

25.3 Parking for competitors will be in the paddock area. Spectator parking will be on the hill.

25.4 Wakefield Park's canteen will be open for the duration of the event.

25.5 Fuel - (98, Avgas, Methanol) can be ordered using the attached order form. Please pay for your order directly to the fuel supplier, not as part of your entry payment. Your order will be available to be picked up from the secure fuel storage area prior to the optional practice session. Surplus drums are to be stored in the fuel compound, not in the garages. Unused fuel can be left in the fuel compound at the completion of the event for disposal by others.

25.6 Waste fluid drums are located throughout the pit area. Please dispose of waste thoughtfully.

25.7 Camping will be available on site for \$20 per head, per night, children free. Please note promoter reserves the right to cancel camping facility should minimum numbers not be reached to cover cost of infrastructure required. Campers must wear the wrist band provided. No animals are to be brought into the track facility.

26. NOISE

26.1 Wakefield Park Raceway has a strict noise emissions limit of 95 dBA measured at 30m in a ride by test. All riders will be given one (1) opportunity to rectify their machine should they breach the noise meter. Should additional breaches occur, the machine is no longer entitled to be used for that day.

26.2 Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer Appendix C MoMS for details.

27. TYRES

27.1 There will be tyre providers onsite to assist competitors with supply and fitting of tyres.

27.2 Used tyres cannot be left in garages or in the paddock area. Any rider found to have left tyres in the garages or in the padock area will be invoiced for their disposal.

28. ANTI-DOPING POLICY

28.1 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.

28.2 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.

29. 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.

30. CODES OF BEHAVIOUR

All competitors, officials and parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Policy, found at 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.

31. FIRE EXTINGUISHERS

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

32. 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.

33. ADMISSION CHARGES

ADULTS - Friday \$10.00, Saturday \$20.00, Sunday \$20.00, Three day pass \$40.00

CHILDREN -15 and under accompanied by an adult – free.

34. DISCIPLINE SPECIFIC INFORMATION

A Welcome Dinner will be provided on Friday evening at venue TBC, in Goulburn starting at 6:30pm. Buffet style dinner will be provided. Buy your own drinks from the bar. Tickets can be purchased with your entry.



AUSTRALIAN HISTORIC ROAD RACING CHAMPIONSHIPS
9th-12th November 2017
WAKEFIELD PARK RACEWAY

ENTRY FORM

Entries Close: Friday 13 October 2017
 On-line entry: Via wakefieldpark.com.au – Event Info – Competitors Resources
 Paper entry: Entry Secretary, Wakefield Park

PO BOX 151
 GOULBURN NSW 2580

Office Use Only:
 Allocated Rider No:

RIDER DETAILS: (Please Print Clearly)

Rider's First Name: _____ Rider's Surname: _____
 Address: _____
 City / Town: _____ State: _____ Postcode: _____
 Telephone: _____ Email: _____
 Date of Birth: _____ Club: _____
 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 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: _____

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

Race #	Period	Class	Make	Model	Capacity	Year	Log book #	Fee		
								1 st bike	\$ 360.00	\$
								2 nd bike/class	\$ 30.00	\$
								3 rd bike/class	\$ 30.00	\$
								4 th bike/class	\$ 30.00	\$
Extra transponders			Per bike						\$ 35.00	\$
Sidecar passenger			Limit of one per sidecar.						\$ 35.00	\$
Garage space per bike			Quarter of garage per bike						\$ 65.00	\$
Carport for sidecar			One sidecar per carport						\$ 100.00	\$
Carport			Whole carport. Xm x Xm. Fit as many bikes as you like.						\$ 100.00	\$
Camping			Per adult/per night. No charge for children.						\$ 20.00	\$
Welcome dinner			Per person. Meal included. Drinks at your expense.						\$ 30.00	\$
Extra gate passes			Three day pass.						\$ 40.00	\$
Optional practice			Thursday 9 th November. Entry on the day will be \$175						\$ 130.00	\$
								TOTAL		\$

ENTRY FEES:

PAYMENT (Money order or credit card)
 Make Payment to **Wakefield Park Motorsport** ABN: 81 123 319 362 **Total Amount: \$**
 Card Type MasterCard Visa Bankcard
 Credit Card: _____ / _____ / _____ / _____ Expiry Date: ____ / ____
 Name on card: _____ Signature: _____

Office Use Only

Date Received:	Money Received:	On System	Staff Initials
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CONTRACT TO PARTICIPATE IN THE AUSTRALIAN HISTORIC ROAD RACING CHAMPIONSHIPS

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

1. I THE UNDERSIGNED (see below): [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycling 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 Motorcycling 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;
- 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 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 Indemnitees 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 Indemnitees 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 Indemnitees 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, the Post Classic Racing Association and Wakefield Park Motorsport, 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.



PARTICIPANT DECLARATION

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

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

the Post Classic Racing Association of NSW and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to the Post Classic Racing Association of NSW using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote the Post Classic Racing Association of NSW 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) Motorcycling NSW
- 4) Post Classic Racing Association of NSW
- 5) Wakefield Park Motorsport
- 6) Ambulance Australia
- 7) 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
- 8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Australian Historic Road Racing Championships 9-12 November 2017, including optional practice Thursday 9th November 2017.

SCHEDULE 3:

Wakefield Park Raceway, 4770 Braidwood Rd, Turraveille, NSW 2580

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 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.