



Australian Senior Track
Championships
Tamworth Motorcycle Club



Friday 8th December 2017 - Saturday 9th December 2017

SUPPLEMENTARY REGULATIONS

EVENT: Australian Senior Track Championships

DATE: Friday 8th December 2017
Saturday 9th December 2017

VENUE: Oakburn Park Raceway
Gunnedah Rd Tamworth 2340

TRACK LICENCE NUMBER: 21611

MA PERMIT NUMBER: MA 1940

EVENT CONTACT: Paul Slade 0428 103 196

EVENT KEY OFFICIALS: Steward Keith Davies
Clerk of Course Fiona Ryan
Race Secretary Jo Slade
Scrutineer Dennis Jones / Warren Scott

1. ANNOUNCEMENT

The Tamworth Motorcycle Club, hereafter called the Promoter will conduct the Australian Senior Track Championships at Oakburn Park Gunnedah RD Tamworth 2340, on Friday the 8th December 2017 and Saturday the 9th December.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia which has issued the Motorcycling Australia Permit Number MA 1940 and is open to holders of current Motorcycling Australia National Licences.

2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Manual of Motorcycle Sport available at www.ma.org.au, 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	Keith Davies	Level 4
Clerk of Course	Fiona Ryan	Level 4
Assistant Clerk of Course	Paul Slade	Level 3
Race Secretary	Jo Slade	Level 3
Scrutineer	Dennis Jones / Warren Scott	Level 4

4. ENTRIES

4.1 Entries are now open and close last mail Friday 1st December 2017. **Late entries will not be accepted.** Entries can be mailed to 3 Morning View Close, Qurindi NSW 2343 or email: joslade57@hotmail.com

4.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Tamworth Motorcycle Club, if such retention is approved by MA

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

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

5. ENTRY FEE

5.1 All Senior riders will pay \$110 for 1st class and \$30 for every extra class entered. Support classes will be \$80 1st class and \$20 for extra class entered

5.2 Payment by: Direct Deposit, please remember to use as reference Riders Surname & Rider number as the payment reference (eg: SMITH 123)
BSB 032 621
Account 209217

5.3 Cheques and Money Orders are to be made payable to the Tamworth Motorcycle Club. Any fees for dishonoured cheques will be the responsibility of the entrant.

5.4 Please include an email address for confirmation of entry, the issuing of entry passes and any final instructions. Final instructions will also be posted on the Tamworth MCC Facebook page and website www.tamworthmotorcycleclub.com.

6. ENTRY PASSES

2 passes per solo

3 passes per sidecar

7. INSURANCE

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

7.2 Ambulance Insurance is compulsory for licensees.

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

8. MEDICAL SERVICES

Beneficial & Safety Medical Services will be in attendance from 4pm on Friday the 8th December 2017 and 3pm on Saturday the 9th December 2017.

9. SCRUTINEERING

9.1 Scrutineering will begin at 12noon on Friday the 8th December 2017 and 12noon on Saturday the 9th December 2017

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

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

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

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

10. CLASSES OF COMPETITION

	CLASS	
10.1	Under 19 150cc 2-stroke & 250cc 4-stroke	
10.2	**Pro 250 100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke	
10.3	Pro 450 250cc 2-stroke & 450cc 4-stroke	Race Saturday only
10.4	250cc Slider 150cc 2-stroke & 250cc 4-stroke	
10.5	**Pro Open Unlimited (MX & Slider)	
10.6	MX Open 500cc 2-stroke & Over 460cc 4-stroke	
10.7	**500cc Slider Up to 500cc	Race Saturday only
10.8	Pro Open Women Unlimited	
10.9	Dirt Track Sidecar Up to 1100cc	
10.10	Track (Speedway) Sidecar Up to 1100cc	Race Saturday only
10.11	ATV 450 Up to 350cc 2-stroke & 450cc 4-stroke	
10.12	ATV Open Up to 550cc 2-stroke & 700cc 4-stroke	
10.13	ATV Open (Women) Up to 550cc 2-stroke & 700cc 4-stroke	

**Where there are insufficient entries for a Slider class, these classes may be combined with classes marked with asterisks in table above provided. All machines must have one effective brake where MX and Slider classes are combined.

Support Classes

10.14	Over 35s	
10.15	Speedway Solos upto 500cc	Race Saturday only
10.16	Up to 250cc 13 to under 16 Track	
10.17	12 to 15 years 85cc 2 stroke and 150cc 4 stroke	
10.18	9 to 11 years 85cc 2 stroke and 150cc 4 stroke	

Maximum of 12 riders per support class

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 10 (Ten) or more solos who actually participate in practice, qualifying or races and six (6) or more starters in Sidecars, and six (6) or more starters in Women's solo and ATV's, and Eight (8) or more for ATV's (refer to GCR's for details of classes). Junior support classes are limited to 12 riders.

11.2 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prizemoney, will be at the discretion of the Tamworth Motorcycle Club, subject to MA approval.

12. STARTS AND FINISHES

Will be done by Speedway type slide up tapes.

The maximum number of riders per event will be 12 Solo, 6 sidecars and 8 ATV's.

13. FLAGS AND SIGNALS

As per GCR's 18.11

14. RACE FORMAT

14.1 All competitors will be given 1 practice sessions of 2 (two) laps per rider.

Where there are twelve (12) or more solo entries per class, the Championship comprises of three (3) heats, one (1) repechage will be run over 3 (three) laps Finals will be run over 4 (four) laps

14.2 All classes with up to twelve (12) riders, will be run over 5 straight rounds of three (3) laps. Points accumulated by each competitor in the rounds will determine the Championship placings.

Points as per MoMS 1st 25, 2nd 22, 3rd 20, 4th 18, 5th 16, 6th 15, 7th 14, 8th 13, 9th 12, 10th 11, 11th 10, 12th 9

15. EVENT SCHEDULE

	FRIDAY	SATURDAY
Gates Open	11.00am	12.00pm
Sign On	12.00pm	12.00pm
Scrutineering	12.00pm	12.00pm
Riding Briefing	3.30pm	3.00pm
Practice	4.00pm	* Refer below

Practice on Saturday the 9th December 2017 will only be for riders that did not compete on Friday night the 8th December 2017 will start at 3.30pm.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be Friday the 8th December 2017 will be 3pm and Saturday the 9th December 2017 will be 3pm with the completion of the meeting for the participant being when the participant has vacated the venue.

16. AWARDS AND PRIZEMONEY

Championship classes Prize Money:

Under 19 150cc 2-stroke & 250cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
** Pro 250 100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
Pro 450 250cc 2-stroke & 450cc 4-stroke	1 st \$800.00	2 nd \$400.00	3 rd \$200.00
250cc Slider 150cc 2-stroke & 250cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
**Pro Open Unlimited (MX & Slider)	1 st \$500.00	2 nd \$200.00	3 rd \$100.00
MX Open 500cc 2-stroke & over 460cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00

** 500cc Slider up to 500cc	1 st \$800.00	2 nd \$400.00	3 rd \$200.00
Pro open Women unlimited	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
Dirt track sidecar upto 1100cc	1 st 800.00	2 nd \$400.00	3 rd \$200.00
Track (speedway) sidecar upto 1100cc	1 st \$1000.00	2 nd \$500.00	3 rd \$200.00
ATV 450 upto 350cc 2-stroke & 450cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
ATV Open upto 550cc 2-stroke & 700cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$100.00
ATV Open (Women) upto 2-stroke & 700cc 4-stroke	1 st \$300.00	2 nd \$150.00	3 rd \$300.00

Support Classes Prize Money:

Over 35s	1 st \$250.00	2 nd \$150.00	3 rd \$100.00
Speedway Solos upto 500cc	1 st \$250.00	2 nd \$150.00	3 rd \$100.00
Upto 250cc 13 to under 16 track	All supports Juniors will receive trophies for 1 st , 2 nd and 3 rd .		
12 to 15 years 85cc 2-stroke & 150cc 4-stroke			
9 to 11 years 85cc 2-stroke & 150cc 4-stroke			

MA Medallions will be awarded to 1st, 2nd and 3rd placed riders in each championship solo and sidecar classes which are constituted in numbers (refer point 11 of this document for numbers to constitute classes).

17. PAYG

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 46.5% of prizemoney over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

18. PRESENTATIONS

Will be held at the canteen area straight after last race on Friday the 8th December 2017 and Saturday the 9th December 2017.

19. MACHINES AND RIDERS

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

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

19.3 Change of machine is not allowed once the rider has raced that bike in its first event. The Clerk of Course must be notified of any changes.

19.4 Back Protectors are COMPULSORY for all riders.

19.5 All riders must have 1 effective brake that is front and rear. Where there are insufficient entries for a Slider class, these classes may be combined with classes marked with asterisks in table above provided. All machines must have two effective brakes where MX and Slider classes are combined.

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 Tamworth Motorcycle Club 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.

21. GRID POSITIONS

Will be pre drawn and listed in program. All Repechage and Finals will be highest point scorer choosing 1st and so on down to 12th place.

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

Circuit is 450 metres oval with 20 metre wide corners and 18 metre wide straights of decomposed granite sand.

24. TRACK INSPECTION

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

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

25. FACILITIES

Canteen, Toilets and Showers

26. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course as per GCR's.

27. TYRES

As per GCR's, tyres must comply with the following: Metal studs, spikes, chain, rope or other non-skid attachments and paddle, scoop or Knobby treaded tyres, **may not be used** unless permitted by the relevant supplementary regulations.

Knobby tyres are not to be used on bikes and quads bigger than 85cc / 150cc.

As per GCR's

Loose Dirt Tracks: Tyres must comply with the following:

- a) Maximum block depth is 13mm
- b) B) Maximum block size is 24mm x 27.5mm,
- c) Maximum gap between blocks is 25mm,
- d) Maximum rear tyre width measured to the outside of blacks is 116mm; when measured at the point on the tyre located at 90 degrees to where the tyre contacts the ground, and at a pressure of inflated to 14psi (9.6kpa)
- e) Tyre pressure may be adjusted after measurements.

28. ANTI-DOPING POLICY

28.1 All competitors, parents, support personnel 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 MA's discretion until the results of the tests are known.

29. DRUG AND ALCOHOL TESTING

All competitors, parents, support personnel 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, parents, support personnel and officials are reminded of MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au or Chapter 22 Part B: Codes of Behaviour, 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. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

All competitors, parents, support personnel and officials 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 behaviour where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

32. ADMISSION CHARGES

Adults: 18 years and over \$20.00

Children: 8 years to 17 years & pensioners will be \$10.00
Family pass: \$50.00.

33. FIRE EXTINGUISHERS

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

34. Special Notes

34.1 NO Thongs/Sandals or open shoes to be worn in pit area.

34.2 NO Smoking or drinking in the pit area

34.3 NO riding of machinery in the pits or anywhere off the track including the Car park

34.4 NO push bikes, scooters or skateboards are allowed in the complex

34.5 NO Dogs allowed on the complex unless it is for an impaired person, which it must be kept on a leach at all times

34.6 Classes 1,4, 6, 11 and 13 will run Friday night only, Classes 2, 5, 8, 9, 12, 14, 15, 16, 17 and 18 will run both Friday and Saturday nights, Classes 3, 7 and 10 will run Saturday night only.



2017 Australian Dirt Track Championship
 Friday 8th – Saturday 9th December 2017
 OAKBURN PARK GUNNEDAH ROAD, TAMWORTH

TAMWORTH
 MOTORCYCLE CLUB

ENTRY FORM

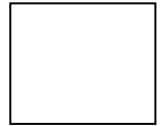
Entries Close: On the Friday the 1st December 2017

Send to Race Secretary TMCC
 Address 3 Morning View Close
 Quirindi 2343 NSW

Phone Number 0428 103 196

Email joslade57@hotmail.com

Office Use Only:



Allocated Rider No:

RIDER DETAILS: (Please Print Clearly)

Rider's First Name: _____ Rider's Surname: _____
 Address: _____
 City / Town: _____ State: _____ Postcode: _____
 Telephone: _____ Mobile: _____
 Date of Birth: _____ Email: _____
 Next of Kin: _____ Next of Kin Contact: _____
 Rider's MA Lic No.: _____ Expiry Date: _____ Grade: _____ 1st Preferred No. Plate _____ 2nd Preferred No. Plate _____

PASSENGER DETAILS: (SIDE CAR ONLY)

Passenger's First Name: _____ Passenger's Surname: _____
 Address: _____
 City / Town: _____ State: _____ Postcode: _____
 Date of Birth: _____ Passenger's MA Lic No.: _____ Expiry Date: _____
 Next of Kin: _____ Next of Kin Contact: _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

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

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

Must be completed by all competitors/entrants (YOU MUST BE SIGNED THIS SECTION)

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

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

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

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

SPONSOR DETAILS: _____

	CLASSES	MACHINE	CAPACITY	AGE	FEE
10.1	1 Under 19				\$
10.2	2 Pro 250cc				\$
10.3	3 Pro 450cc				\$
10.4	4 250cc Slider				\$
10.5	5 Pro Open				\$
10.6	6 MX OPEN				\$
10.7	7 500cc Slider				\$
10.8	8 Pro Open Women				\$
10.9	9 DT Sidecar				\$
10.10	10 Speedway Sidecar				\$
10.11	11 ATV 450cc				\$
10.12	12 ATV Open				\$
10.13	13 ATV Women				\$
10.14	14 Over 35s				\$
10.15	15 Speedway 500cc Solos				\$
10.16	16 250cc Juniors				\$
10.17	17 85cc 12 to 15 years				\$
10.18	18 85cc 9 to 11 years				\$
				Total Entry Fee	\$

ENTRY FEES: PAYMENT (Cheque, Direct Deposit or money order) Make Payment to Tamworth Motorcycle Club
For all direct deposits BSB 032621 Account Number 209217

Please put your riding number and or Name for identification and you must send a copy of your direct deposit receipt along with your entry form.

CONTRACT TO PARTICIPATE IN THE Australian Senior Track Championship 2017

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

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

HEREBY AGREE with Motorcycling Australia Limited

("MA") that I am by this agreement entitled to participate in the Motorcycle Activity/meeting listed in Schedule 2 (hereinafter called "**the Meeting**") or the "**Event**") at the venue listed at Schedule 3 (hereinafter called "**the Venue**") on the terms and conditions set out in this document.

2. **DEFINITIONS** In this declaration:

a) "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include:

(i) a claim against MA, the Motorcycling Organisations and the Indemnitees by any person expressly entitled to make a claim under a MA Insurance Policy; or

(ii) a claim against MA or the 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;

vii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;

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

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

4. WAIVER

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

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

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

5. INDEMNITY AND RELEASE

IN CONSIDERATION of the acceptance of me as a participant in the Meeting, I, to the extent permitted by law: (a) release and will release the 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 and the Tamworth MCC 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

PARTICIPANT DECLARATION

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

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

- b) All participants are bound by the MA anti-doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority ("ASADA") is in accordance with the ASADA Act and the National Ant-Doping Scheme.

This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or You acknowledge and agree that: any human breath) for the purpose of detecting the use (a) motorcycling and the Motorcycling Activities of a Prohibited Drug or Doping Method. Any participant can and will be affected by the weather which infringing MA's policy or refusing a drug test may be may change without warning; disqualified or otherwise dealt with in accordance with (b) there is often an element of the "luck of the the terms of the anti-doping policy. prevailing conditions" when undertaking the

13. RIGHT TO USE IMAGE

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.

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.

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

- 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.

15. GOVERNING LAW

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

SIGN
HERE

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

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

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

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

I/WE _____ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") **HEREBY ACKNOWLEDGE:**

- a) I/we have read the whole of this document and understand it; b) I/we consent to the entrant participating in the Event; AND c) I/we are aware of the risks set out in Clause 3 above and agree to the waiver in clause 4; d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting **I/WE HEREBY INDEMNIFY AND RELEASE** the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this participant declaration,

PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____

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

PARTICIPANT DECLARATION

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) MNSW
- 4) Tamworth MCC
- 5) Tamworth MCC
- 6) Tamworth Council
- 7) [Add Sponsor Here]
- 8) Beneficial and Safety
- 9) [Add Other Here]
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Friday 8th December 2017 & Saturday 9th December 2017

SCHEDULE 3:

Oakburn Park Tamworth

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 Indemnites in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

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

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

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnites in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*) or *Civil Liability Act 2002 (WA)*, as applicable) for any: (a) death;

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

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

For recreational services or activities provided in Victoria:

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

Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, MA, the Motorcycling Organisations and the Indemnites, are required to ensure that the recreational services supplied to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and (c) might reasonably be expected to achieve any result you have made known to the supplier.

PARTICIPANT DECLARATION

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 Indemnities 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 Indemnities 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 Indemnities will, at the discretion of MA, the Motorcycling Organisations and the Indemnities, 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:

- statutory guarantee that those services will be rendered with due care and skill; and
- 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
- 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 Indemnities 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:

- 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.
- 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 Indemnities 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.