



NEWCASTLE INTERNATIONAL SUPERMOTO



BACK AT THE FORESHORE! September 1 & 2, 2018



BOYD EVENTS

Will conduct the

FIM OCEANIA NEWCASTLE INTERNATIONAL SUPERMOTO CHAMPIONSHIP 2018

featuring the

2018 AUSTRALIAN SUPERMOTO CHAMPIONSHIP

On

**Saturday 1ST September 2018
&
Sunday 2ND September 2018**

at

**NEWCASTLE FORESHORE
NEWCASTLE
NSW, AUSTRALIA**

**SUPPLEMENTARY REGULATIONS
V1 - 5 July 2018**

TRACK LICENCE NUMBER: TBA

MA PERMIT NUMBER: 1989

INTERNATIONAL MEETING NUMBER: 298/17

Boyd Events

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1. ANNOUNCEMENT

Boyd Events hereafter called the Promoter will conduct the FIM Oceania Newcastle International Supermoto Championship featuring the 2018 Australian Supermoto Championship for senior solo competitors and junior competitors as per GCR's 18.2 at the Newcastle Foreshore Newcastle NSW Australia on Saturday 1st and Sunday 2nd September 2018.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia and FIM Oceania. Motorcycling Australia has issued the MA Permit Number 1989 and is open to holders of:

- A) Current Motorcycling Australia National Licence. Junior competitors require the licence endorsement as per GCR's 18.7.2.1
- B) One Meeting Competition Licence - only available for Vets Challenge and Race of Champions Feature classes and only to valid Australian residents.

Riders who require a Limited One Event Licence need to apply to the race secretary via email : lyndelbutler93@gmail.com for an application form. They must provide the following:

- proof of practical competence
- proof of knowledge of the rules
- proof of a club membership
- proof of ambulance cover.
- To prove competency in riding (*details below*)
 - You will need to provide proof of holding an MA licence within the last 10 years **OR**
 - a current road licence OR proof of having attended an accredited training school.

If you have not held an MA licence in the past 10 years, you will need to complete a knowledge test which will be sent with application form and needs to be compiled and returned to race secretary.

Without this documentation competitors will not be able to obtain a One Event Competition Licence.

The cost for the licence is an additional \$75. This needs to be paid with entry fees.

C) Non-Australian competitors must hold a valid FIM License and Start Permission from their Federation. Copies of both must be emailed to Motorcycling Australia's Road Race Coordinator: Liz Galazkiewicz roadrace@ma.org.au. For the Federations reference the IMN can be found on the front page of these Supplementary Regulations or on the FIM Extranet - International Meetings no 298/17 International SuperMoto Meetings.

Eligible FIM Licences include:

- Annual FIM Motocross MXGP – MX2 World Championship/ AMA Supercross, and FIM World Championship Article (62 202 01)
- Annual FIM Supermoto World Championship (Article 62 208 01)
- Annual FIM Women's Motocross World Championship (Article 62 211 01)
- Annual International Motocross Meetings (Article 62 295 01)
- One International Motocross Meeting directly linked to IMN 298/17 (Article 62 290 11)

2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Motorcycling Australia Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

FIMO Jury President	TBC
FIMO Safety Officer	TBC
FIMO Technical Steward	TBC
MA Steward	Sandra Palmer
MA Clerk of the Course	Craig Johnston
Assistant Clerks of the Course	Les Deeks and Rob Paric
Secretary of the Meeting	Lyndel Butler
Chief Medical Officer	TBC
Chief Scrutineer	Warren Scott
Chief Course Marshal	Roy Gay
Chief Grid/Pit	Darrell Butler
Chief Starter/Finisher	Graham Steward
Chief Paddock Marshal	Brett Wynands
Local Liaison Officer	Keith Davies
Championship Promoter	Boyd Events

4. ENTRIES

4.1 Entries are now open. Enter online at: www.racesecretary.com by the close of business Friday 17th August 2018. All Entries will be accepted at the promoter's discretion. Late entries may be accepted at the promoter's discretion.

4.2 All entries received will be considered by Boyd Events after due consideration is given to the suitability of the bike and/or competitor. Boyd Events may refuse an entry of a bike and/or competitor without assigning any reason and the decision will be deemed final. In such cases, the full entry fee will be refunded to the competitor.

4.3 In the event of the cancellation of a class, Boyd Events will refund the full entry fee to the competitor.

4.4 In the event of over subscription, the Promoter, in consultation with Motorcycling Australia reserves the right to close entries prior to the nominated closing date.

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

4.6 Only entries received on the official online entry form, accompanied by the correct fee will be accepted.

4.7 Entry fees will only be refunded if a rider informs Boyd Events via the Race Secretary in writing to lyndelbutler93@gmail.com 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 Entry fees:

Senior riders: AUD\$270.00 Cross entry into a second class is \$60 per class.

Junior riders: AUD\$200.00

5.2 Payment is via Bank Transfer to details below only.

Bank: Newcastle Permanent

BSB: **650 – 000** Account Number: **522598206** Account: **Boyd Events**

Please remember to use the Rider's Surname & Rider number as reference for the payment (eg SMITH 123)

All Direct Bank Deposits are to be done prior to the event.

Payment confirmation or a receipt may be requested at Sign on.

5.3 Please include your email address for all event information and final instructions.

6. ENTRY PASSES

Each rider will receive 2 pit passes.

If rider or team requires more, they can purchase them at sign on for \$20 each. With a maximum of 4 passes per rider.

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.

All international riders must hold FIM insurance cover for this meeting.

8. MEDICAL SERVICES

RaceSafe Medical Team and NSW Ambulance Service will be available from 8.00am until the completion of racing each day.

9. SCRUTINEERING

9.1 Scrutineering will begin at 7.30am Saturday the 1st of September.

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 to be present at sign on 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 The 1st, 2nd, 3rd and 4th placed machines must be impounded for a period of 30 minutes immediately following the event, pending any protest, and the event results will be provisional.

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.

10. CLASSES OF COMPETITION

	Classes	Riders requirements	Motorcycles requirements
1	FIM Oceania Championship	International riders holding a valid FIM License and Start Permission from Federation. Selected National riders by invitation.	450cc 4 Stroke
2	Australian PRO Championship	A rider must achieve at least a time equal to 106% of the time recorded by the fastest rider of this class.	Over 175cc to 250cc 2-stroke & Over 290cc to 450cc 4-stroke
3	Australian OPEN Championship	Pro riders riding over 450cc Any rider who fails to qualify for Pro Class, and Club ranked riders as at the promoters decision	Up to 500cc 2-stroke & Up to 700cc 4-stroke & Up to 45kW Electric
4	Australian Women's Open Championship	National women riders	Up to 500cc 2-stroke & Up to 700cc 4-stroke
5	Australian Junior Lites 9 to 13 yrs Championship	Riders age 9 years to 13 years – 65cc 2-stroke / 125cc 4-stroke endorsement 85cc 2-stroke / 150cc 4-stroke endorsement	Over 65cc to 85cc 2-stroke & Over 90cc to 150cc 4-stroke & Up to 15kW Electric
6	Australian Juniors 13 to 15yrs Championship	Riders age 13 years to 15 years 200cc 2-stroke endorsement 250cc 4-stroke endorsement	Up to 125cc 2-stroke & Up to 250cc 4-stroke & Up to 25kW Electric
7a 7b	VETS Challenge a) Over 40to under 50yrs b) 50yrs and over	40 & under 50yrs- as at the 1 st September 2018 50 yrs and over - as at the 1 st September 2018	Up to 500cc 2-stroke & Up to 700cc 4-stroke
8	Race of Champions	Invited riders	Up to 500cc 2-stroke & Up to 700cc 4-stroke

11. ENTRIES TO CONSTITUTE A CLASS

FOR A MOTORCYCLING AUSTRALIAN NATIONAL CHAMPIONSHIP CLASS

11.1 To constitute a class for the purpose of gaining Championship status, the number of competitors entered and competing in each class shall be ten (10) or more starters for solo classes which actually participate in practice, qualifying or races and six (6) or more starters for all female classes which actually participate in practice, qualifying or races.

11.2 Should there be insufficient entries in any National Championship class of competition, the class will be cancelled and will not run.

12. STARTS AND FINISHES

12.1 All starts will be by clutch operation from a standing position on the tar.
Grids will be 4 across by 8 rows for a maximum of 32 riders per race.

12.2 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 The light sequence will be RED light illuminated to Red light out and all competitors will start.

12.4 Jump Starts - each machine must remain stationary within its grid position until the start signal is given. A jump start occurs when there is any movement from the machine, or the machine is not in its nominated grid position when the field is in the starter's control prior to the start being given.

13. RACE STOPPAGES

13.1 Where an incident causes an event to be stopped, the Steward or Clerk of Course may declare the event complete if at least 2/3rds of the event distance or time, whichever is the less, has been run.

13.2 Stopping and Re-Running Events - Where the Steward or Clerk of Course has stopped a race due to danger the following will apply:

a) If no more than two laps of the stopped race were completed:

- i) The stopped race will be declared null and void,
- ii) The race may be re-run,
- iii) The re-run race will be for the full race distance,
- iv) The original grid positions will be used,
- v) The place of any machine unable to take part in the re-run race will be left vacant,
- vi) Machines may be repaired or replaced provided they have been approved by the Scrutineer.

b) If more than two laps, but less than 2/3rds of the race distance, have been completed:

- i) The race may be re-started, but only once,
- ii) The re-start must occur no more than 30 minutes after the race has been stopped,
- iii) The re-started race distance will be equal to the balance of the stopped race distance,

- iv) Positions on the grid for the restarted race will be determined by the order of competitors at the finish line of the last full lap of the stopped race,
- v) Only competitors who have completed at least 75% 2/3rds of the laps completed by the leading competitor at the time of stopping will be permitted to participate in the re-started race,
- vi) Machines may be repaired or replaced provided they have been approved by the Scrutineer,
- vii) The stopped race and any re-run will be deemed to be parts of the one race,
- viii) The winner will be the competitor having the highest number of laps at the finish,
- ix) Where two or more competitors complete the same number of laps the winning order will be determined by the time taken by each to complete those laps,
- x) If at least 2/3rds of the scheduled race distance is completed full points will be awarded,
- xi) If less than 2/3rds of the scheduled race distance is completed half points will be awarded.

14. TIMING

14.1 Timing provide by S. Squires

14.2 All class will be Electronic Timing: Transponders must be picked up and signed for before the start of practice. Race licenses will be kept until transponder and bracket has been returned.

14.3 Timing transponders may be used and must be attached to the upper fork leg, no other position will be deemed suitable.

14.4 Live timing like Speedhive app.

15. FLAGS AND SIGNALS

As per GCRs Chapter 18.11.1

16. RACE FORMAT

<p>16.1 FIM Oceania Championship 1 x 20 minute free practice session Saturday 1 x 20 minute qualifying sessions Sunday 1 x 5 minute warm Sunday 3 x 15 lap FIM Oceania Championship Races Sunday</p>	<p>16.4 Australian Junior and Junior Lites Championship 1 x 10 minute free practice session 1 x 10 minute qualifying sessions 1 x 5 minute warm Sunday 3 X 5 laps races</p>
<p>16.2 Australian Pro Championship. 1 x 20 minute free practice session Saturday with FIM riders 1 x 20 minute qualifying sessions Saturday 3 x 10 lap Pro Championship Races Saturday</p>	<p>16.5 Vets Challenge 1 x 10 minute free practice session 1 x 10 minute qualifying sessions 1 x 5 minute warm Sunday 3 X 6 laps races</p>
<p>16.3 Australian Open – Women’s Championship 1 x 10 minute free practice session 1 x 10 minute qualifying sessions 1 x 5 minute warm Sunday 3 x 8 lap races Open Championship 3 X 6 laps races Women Championship</p>	<p>16.6 Race of Champions 1 x 10 minute free practice session 2 X 5 laps races</p>

16.7 Should there be insufficient entries in any National Championship class of competition, the class will be cancelled and will not run.

16.8 In exceptional circumstances, race lengths may be altered at the discretion of the Clerk of Course and/or Steward for MA Championship and Support Classes. In exceptional circumstances, race lengths may be altered at the discretion of Motorcycling Australia and FIM Oceania Jury for FIM Oceania Championship.

16.9 In the event of time restrictions, Championship classes will take precedence.

16.10 Qualifying

16.10.1 Maximum of 32 riders per session.

16.10.2 Qualifying groups will be determined by order of entries received and practice times.

16.10.3 To qualify for a Supermoto Pro race, a rider must achieve at least a time equal to 106% of the time recorded by the fastest rider of his class. Any rider, who fails to qualify for Supermoto Pro, will be reclassified to the Supermoto Open class.

17. EVENT SCHEDULE

	Saturday 1 st	Sunday 2 nd
Gates Open:	7:00am	7:00am
Scrutineering & Sign On:	7:30am	7:30am
Rider’s Briefing:	8:30am	8:30am
Practice Sat/ Sun warm up	9:30am	9:30am
Qualifying :	after practice	n/a
Racing	after qualifying	after warm up

18. POINTS

Points will be awarded to riders in each FIM Oceania Championship Race according to the following scale:

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

The winner of the FIM Oceania Championship is the rider who has obtained the most points from all 3 races of the FIM Oceania Championship, subject to GCR 18.11.11.3 – If a tie on points occurs for any position in an event which is conducted over more than one leg, the tying competitor who has the higher finishing position in the final leg of the event will be awarded the position.

The FIM Oceania Championship standings cannot be considered definitive until the time limits for protests and appeals have elapsed, all protests and appeals have been settled and a final decision has been taken by the competent bodies.

All Australian Championships races as per GCR's 18.11.11

19. PROTESTS AND APPEALS

19.1 All protests must be lodged to the Steward of the meeting.

19.2 Protests against results must be presented within 30 minutes following the announcement of the results.

19.3 Protests must be lodged in writing and be accompanied by a fee of A\$100 returnable if the protest is justified.

19.4 If an engine is measured for the purposes of a protest, the protesting party must submit a \$500 bond. This bond will be refunded in full if the measured engine is found to be illegal. If the measured engine is found to be legal any reasonable costs in reassembly up to a maximum of \$500 will be deducted and the remaining bond returned to the protesting party.

19.5 An appeal against the decision of the Race Director may be lodged with the FIM Oceania Jury Panel. This appeal must be presented 30 minutes at the latest after the notification of that decision.

19.6 The FIM Oceania Jury Panel is composed of: FIMO Jury President, FIMO Safety Officer, FMNR Jury Member

19.7 Each Member has one vote. Decisions are based upon a simple majority. In the case of a tie, then the FIMO Jury President will exercise a casting vote.

The meetings of the FIM Oceania Jury are chaired by the FIMO Jury President.

The FIM Oceania Jury will meet at any time required during the event.

The FIM Oceania Jury will hear any appeals against decisions of the Clerk of Course.

The FIM Oceania Jury may pronounce penalties as prescribed in the MoMS

- warnings;
- fines;
- time and/or point penalties;
- drop of positions;
- disqualification;

20. AWARDS

Trophies will be award to the 1st, 2nd and 3rd in each class.

Medallions will be presented to the top 3 competitors in each National Championship class that constitutes the minimum number of competitors for a National Championship Class.

Medallions will be presented to the top 3 competitors in the FIM Oceania Championship and the Champion will receive the FIM Oceania Supermoto Championship Trophy.

21. PRESENTATIONS

Presentation details to be given at riders briefing.

22. LAP OF HONOUR

If requested by the FIM Oceania Championship Promoter, the winner of each Race will be expected to make a lap of honour, conditions and weather permitting.

23. MACHINES AND RIDERS

23.1 All machines entered must comply with the current GCRs for Supermoto competition.

23.2 Change of machine is not permitted after the first round of championship heats. The Clerk of Course must be notified in writing of any change.

23.3 Competitors are required to meet the Protective Clothing and Equipment Standards for Supermoto in Manual of Motorcycle Sport Appendix A

23.5 Allowable Engine Types as per GCR 18.14.3 - Internal combustion engines - Only single or twin cylinder engines may be used and Electric engines.

23.6 Frames and Parts as per GCR 18.15 - the use of titanium in the construction of the frame, the front forks, the handlebars, the swinging arm, the swinging arm spindles and the wheel spindles, is forbidden unless OEM. The use of light alloys for wheel spindles is also forbidden unless OEM. The use of titanium alloy nuts and bolts is allowed.

23.7 Electric bikes must be fitted with an effective ignition cut-out switch operating on the primary circuit secured to the handlebars and attached by a lanyard to the rider's wrist while the machine is in operation such that a separation of the machine and rider will activate the ignition cut out circuit.

23.8 Front and rear axle sliders must be fitted, construction of a non-stick, non-abrasive material and anchorages must be contained within the device to impede contact with the ground.

23.9 Peg sliders must be fitted to the underside of all foot pegs, construction of a non-stick, non-abrasive material and anchorages must be contained within the device to impede contact with the ground. Foot pegs must be folding type, no fixed or rigid pegs are allowed in Supermoto classes.

23.10 Competitors who fail to arrive at the dummy grid before the field is released will be required to start as per GCR 18.11.5.1.C and 18.11.5.1.D

24. RIDING NUMBERS

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All other numbers will be allocated at Boyd Events discretion.

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. A Front Number Plate decal will be supplied for riders in the FIM Oceania Championship event and must be displayed.

25. GRID POSITIONS

25.1 Will be as per qualifying positions for all races, apart from the Race of Champions (ROC) where Saturday's race grid will be by age - oldest rider on pole to youngest. Sunday's race the finishing order will be determined from race 1 of the ROC.

25.2 A maximum of 4 riders per row with a minimum of 1.5 metres between riders and 4 metres between rows.

26. 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.

27. CIRCUIT DESCRIPTION

See map on page 9.

Track length 900 metres. 250 metres of dirt track, 650m of tar, 20m of dirt track.

Junior Lite's Track details will be advised in Final Instructions.

28. 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.

28.1 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.

29. FACILITIES

The event is to be held in a public area. Mobile canteen facilities will be in place.

30. NOISE

Testing will be conducted by a Noise Control Officer and may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course as per GCR's Chapter 18.12 01 and GCR's Appendix C

31. TYRES

31.1 Tyres: Knobby tyres are not permitted, additional cuts and/or grooves may be made to tyres.

31.2 Rims: As per GRC's 18.15.11

32. ANTI-DOPING POLICY

32.1 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.

32.2 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 discretion until the results of the tests are known.

32.3 Competitors in FIM Oceania Championship must comply with the MA Anti-Doping Policy and FIM Anti-Doping Policy.

33. 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.

For the purpose of drug and alcohol testing, the commencement of the meeting will be deemed to be 7:00 AM, with the completion of the meeting for the participant being when the participant has vacated the venue as stated on the MA permit.

All competitors, officials, and support personnel are advised that random breath-testing may take place during the competition.

34. CODES OF BEHAVIOUR

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

35. FIRE EXTINGUISHERS

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

36. 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.

37. ADMISSION CHARGES

General admission to public areas is free.

Grandstand and VIP booking via info@newcastlesupermoto.com.au

Pit Walks also available via info@newcastlesupermoto.com.au

38. DISCIPLINE SPECIFIC INFORMATION

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

38.2 NO Smoking or Drinking in the Pit Area.

38.3 NO riding of machinery in the pits or anywhere off the track including all public roads and car parks.

38.4 Facilities: Canteen facilities will be available from 7.30am on Sat and Sun.

38.5 NO Push Bikes, Scooters or skateboards are allowed in the fenced race complex.

38.6 NO Dogs allowed in the fenced race complex unless it is an assistance animal as defined under the companion animal act 1998 and must be kept on a leash at all times.

38.7 ALL competitors are reminded of the requirement of a Catch Tray or Mat must be under your machine whilst in the Pit/Paddock area.

38.8 Fuel for all machines must be as per Appendix C: Sound Emissions & Fuel page 273.
There is no fuel available in this complex.

38.9 As there is no mains power supply at the complex riders are advised to bring own generators.

38.10 The event will be compliant to the FIM Environmental Code.

TRACK MAP



CONTRACT TO PARTICIPATE IN THE 2018 FIM OCEANIA NEWCASTLE INTERNATIONAL SUPERMOTO CHAMPIONSHIP FEATURING THE AUSTRALIAN SUPERMOTO CHAMPIONSHIP

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

1. I the undersigned HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycling Activity listed in Schedule 2 (the "Event") at the venue listed at Schedule 3 ("the Venue") on the terms and conditions set out in this document.

DEFINITIONS

2. In this declaration:

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence;

"Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.

"State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;

"Motorcycling Organisation" means and includes MA, any SCB and affiliated clubs and where the context so permits, their respective directors, officers, members, servants or agents.

RISK WARNING

3. I ACKNOWLEDGE that:

- a. Motorcycle sport is inherently dangerous and that by participating in the Event in any capacity (including as a rider, coach, official, media or spectator) I am exposed to certain risks and dangers and am under certain obligations including but not limited to the following:
 - i. that I may be injured (whether physically or mentally) or killed;
 - ii. that my machinery or equipment may be damaged, lost or destroyed;
 - iii. that other participants 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. The Indemnitees do not make any warranty that the services at the Event will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c. To the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the Event.

WAIVER

4. I acknowledge that:

- a. 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. 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.

INDEMNITY AND RELEASE

5. In consideration of the acceptance by me as a participant in the Event, to the full extent permitted by law, I agree as follows:
 - a. To 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 Event;
 - b. To 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. To 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 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 Participant 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.

MEDICAL

8. I declare that I am and must continue to be medically and physically fit and able to participate in the Event. 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.

PRIVACY

10. MA and my SCB 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, 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.

PERSONAL HEALTH INFORMATION

11. 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:
12. I acknowledge that:
 - a. 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;
 - b. 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 Event organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - c. It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with this clause and Clause 13.
13. In consideration of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - a. May collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - b. 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;
 - c. 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.
14. 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.

POLICIES AND REGULATIONS

15. I acknowledge, understand and agree that:
 - a. 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 the Event and if I fail to comply with the Motorcycling Organisation's rules and/or directions, I will not be



PARTICIPANT DECLARATION

Motorcycling Australia
Suite 125, 9 Hall Street Port Melbourne Vic 3207
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

permitted to participate or continue to participate in the Event and no refund will be given.

- b. All participants are bound by the MA anti-doping policy and I understand I may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority ("ASADA") is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

RIGHT TO USE IMAGE

- 16. I acknowledge, consent and agree as follows:
 - a. To photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event;
 - b. That such photographs and electronic images are owned by MA and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary; and
 - c. To MA using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote MA or the Event.

PREVAILING CONDITIONS

- 17. I acknowledge and agree that:

- a. The Event 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 Organisations or any of them have no control;

GOVERNING LAW

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

**SIGN
HERE**

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: _____

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ being the parents or guardians of _____ (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;
- c. I/we are aware of the risks set out above;
- 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.

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: _____

SCHEDULE 1:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1) Federation Internationale de Motocyclisme 2) FIM Oceania 3) Motorcycling Australia 4) Motorcycling NSW 5) Boyd Events 6) Newcastle City Council 7) Earthworks 8) Racesafe Medical Team | <ul style="list-style-type: none"> 9) NSW Ambulance Service 10) Venues NSW, Hunter Venues, Ogden's IFC 11) 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 12) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above. |
|--|--|

SCHEDULE 2:

1 – 2 September 2018

SCHEDULE 3:

Newcastle Foreshore, NSW

SCHEDULE 4

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 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.