



HUNTER MOTORCYCLE CLUB INC

WILL CONDUCT



2018 AUSTRALIAN SENIOR TRACK CHAMPIONSHIPS

SUPPLEMENTARY REGULATIONS

EVENT: 2018 Australian Senior Track Championships

DATE: Saturday 4th & Sunday 5th August 2018

VENUE: Barleigh Ranch Raceway
1 Barleigh Ranch Way
Eagleton NSW

TRACK LICENCE NUMBER: TBA

MA PERMIT NUMBER: MA 2028

EVENT CONTACT: Lyndel Butler: 0411194315
Keith Davies: 0412516339

EVENT KEY OFFICIALS: Steward: [RCB Appointment]
Clerk of Course: Fiona Ryan
Race Secretary: Lyndel Butler
Scrutineer: Warren Scott

1. ANNOUNCEMENT

The Hunter Motorcycle Club Inc., hereafter called the Promoter will conduct the 2018 Australian Senior Track Championships for Senior Solo, ATV and Sidecar and Junior Solo support classes at Barleigh Ranch Raceway, 1 Barleigh Ranch Way Eagleton NSW, on Saturday 4th and Sunday 5th August 2018.

2. JURISDICTION

- 2.1 The abovementioned meeting has been authorised by MA which has issued the Motorcycling Australia Permit Number MA 2028 and is open to holders of current Motorcycling Australia Senior National Licenses, and Junior National Licences for Junior Solo Support Classes.
- 2.2.1 One Event Day Competition licenses are accepted for the following category: **Under 19, 250cc Slider, 500cc Slider, Dirt Track Sidecar, ATV 450, ATV Open, ATV Open (Women)**
If you require a One Event License you must send an email to lyndelbutler93@gmail.com requesting the license. You will need to be a member of an affiliated club and juniors must produce Proof that the applicant has met the requirements of the Junior Coaching Program (JCP) GCR 3.8. You must also provide the following: Proof or practical competence, proof of knowledge of the rules and ambulance cover. To prove competency in riding, 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. This can be obtained from Lyndel Butler,
- 2.3 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 MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

STEWARD	CLERK OF COURSE	ASSIST. CLERK OF COURSE	RACE SECRETARY	SCRUTINEER	ASSISTANT SCRUTINEER
TBA	Fiona Ryan – L4	Les Deeks – L3	Lyndel Butler – L4	Warren Scott – L4	Brett Wynards – L3

4. ENTRIES

- 4.1 Entries open forthwith and close last email **27th July 2018. Late entries will not be accepted.**
- 4.2 The club is offering an easy to use **ONLINE ENTRY system for this meeting at www.racesecretary.com**
- 4.3 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Hunter Motorcycle Club Inc, if such retention is approved by MA.
- 4.4 Only entries received through the official entry method and accompanied by the correct fee will be accepted. Please do not send cash in the mail, and payment must be received prior to racing.
- 4.5 Phone entries will not be accepted.

5. ENTRY FEE

- 5.1 Solo & ATV's 1st Class \$130.00, additional classes \$30.00 per class, Sidecar \$140.00, Junior \$60 1st class, additional class \$20.
If using your own transponders for timing the sum \$15.00 will be deducted from your total entry fee.
Please note entries will not be accepted until payment is received.
- 5.2 Payment by Direct Bank Deposit:
Please use as reference **Rider's Surname & Rider number** in the payment reference section (eg SMITH 123).

**Bank BSB: 650 000 Newcastle Per
Account Name: Hunter Motorcycle Club
Account Number: 964702701**
- 5.3 All Direct Bank Deposits are to be done prior to the event. Payment confirmation or receipt may be requested at Sign on.
- 5.4 Please include an email address for confirmation of entry, the issuing of entry passes and any final instructions. Final instructions and Riders List will be placed on the club website <http://www.huntermcc.com.au> and Facebook page <https://www.facebook.com/Hunter-MCC-1685004948434386/?fref=ts>

6. ENTRY PASSES

6.1 Entry passes for all solo and ATV's will receive 1 car pass. Sidecars will receive 2 car passes.

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

Beneficial Service will be available from 9.00am until the completion of racing each day.

9. SCRUTINEERING

9.1 Scrutineering will begin at 7.30am Saturday.

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 licenses 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 Chapter 17.11.3, 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

Championship Classes

10.1	Under 19 years	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 (MX ONLY)
10.4	250cc Slider	150cc 2-stroke & 250cc 4-stroke
10.5	** PRO Open	Unlimited (MX & Sliders)
10.6	MX Open	500cc 2-stroke & Over 460cc 4-stroke
10.7	** 500cc Sliders	Up to 500cc
10.8	Pro Open Women	Unlimited
10.9	Dirt Track Sidecar	Up to 1100cc
10.10	Track (Speedway) Sidecar	Up to 1100cc
10.11	ATV PRO	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 the Slider classes, these machines may be combined with the events marked with asterisks in the table above. All machines must have one effective brake where MX and Slider classes are combined.

Support Classes

10.14	8 to under 12 years	65cc
10.15	9 to under 13 years	85cc to 150cc
10.16	13 to under 16 years	150cc 2-stroke & 250cc 4-stroke

All junior support classes are limited to 12 riders

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 starters for solo classes which actually participate in practice, qualifying or races, and six (6) or more starters for sidecars, ATV's and **all** women's classes which actually participate in practice, qualifying or races. [Refer to GCRs Chapter 17.3.2.2 for details of classes and also GCRs Chapter 14.3.2.2 for ATV]. Junior Support Classes are limited to 12 riders. Note: if there are not 6 Sidecars this class will not run.
- 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 Hunter Motorcycle Club Inc, subject to MA approval.

12. STARTS AND FINISHES

The starts will be from a drop forward gate on a concrete pad a green light will indicate a start will take place within 5 seconds. Speedway sidecars will start from speedway start tapes. **Jumpstarts:** any rider that is deemed to of jumped the start will be penalized 3 places in any event.

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

13. FLAGS AND SIGNALS

As per GCRs Appendix B: Flags and Signals

14. RACE FORMAT

- 14.1 All competitors shall be given one (1) practice session of a minimum of two (2) laps.
- 14.2 Where there are twelve (12) or less Solo entries per class the championship comprises five (5) races of four (4) laps. Points accumulated by each competitor in the 5 races will determine Championship placings.
- 14.3 Where there are more than twelve (12) Solo competitors entered and competing in a class the championship shall comprise of:-
- (a) 3 qualifying heats of 3 laps;
 - (b) 1 race repechage of 4 laps; and
 - (c) 1 race final comprising of 4 laps
- 14.4 The repechage will be contested by competitors who finish 11th to 22nd inclusive during the course of the heats.
- 14.5 The right to compete in the final will be filled by:-
- (a) The 10 competitors accumulating the highest number of points during the course of heats;
 - (b) The first 2 placing of the repechage. The finishing order of each competitor in the final will determine the Championship placings
- 14.6 Sidecars and ATV's will be as per GCR's 17.12.3 through to 17.12.4.2
- 14.7 All races will be scored using the scoring system as per GCRs Chapter 17.11.10.1

15. EVENT SCHEDULE

	SATURDAY 4 TH AUGUST	SUNDAY 5 TH AUGUST
Gates open	7:00am	7:00am
Scrutineering & Sign On:	7:30am	7:30am
Rider's Briefing:	9:30am	9:30am
Practice:	10:00am	NO PRACTICE
Racing:	After practice	10:00am Parade Lap & National Anthem

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.30 with the completion of the meeting for the participant being when the participant has vacated the venue.

16. AWARDS AND PRIZEMONEY

Prizemoney:

For championship classes

CLASSES	1 ST	2 ND	3 RD
Under 19yrs 150cc 2 stroke & 250cc 4 stroke	\$300	\$200	\$100
Pro 250 – 100cc 2 stroke & 300cc 4 stroke	\$400	\$300	\$200
Pro 450 250cc 2 stroke * 450cc 4 stroke	\$500	\$400	\$200
250 Slider – 150cc 2 stroke & 250cc 4 stroke	\$300	\$200	\$100
Pro Open Unlimited (MX & Sliders)	\$400	\$300	\$200
MX Open 500cc 2 stroke & 460cc 4 stroke	\$300	\$200	\$100
500cc Slider up to 500cc	\$400	\$300	\$200
Pro Open Women Unlimited	\$300	\$200	\$100
Dirt Track Sidecars up to 1100cc	\$400	\$300	\$200
Track Speedway Sidecars up to 1100cc	\$400	\$300	\$200
ATV Pro up to 350cc 2 stroke & 450cc 4 stroke	\$300	\$200	\$100
ATV Open up to 550cc 2 stroke & 700cc 4 stroke	\$400	\$300	\$200
ATV Women Open up to 550cc 2 stroke & 700cc 4 stroke	\$300	\$200	\$100

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).

The Hunter MCC will also present trophies and sashes to the first 3 place getters in each constituted championship class

17. PAYG

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the port 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 for and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

18. PRESENTATIONS

Presentation shall be held at the finish line after each final, more details to be given at riders briefing.

19. MACHINES AND RIDERS

- 19.1 All machines entered must comply with the current GCRs Appendix 1: Protective Clothing / Equipment – 3: Back Protector
- 19.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 19.3 Change of machine is not permitted after the first round of championship heats. The Clerk of Course must be notified of any change.
- 19.4 Back Protectors are COMPULSORY for all riders. As per GCR's 17.10.5.1

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 Hunter Motorcycle Club Inc's discretion.
- 20.2 All number plates on all machines MUST comply with the GCRs Chapter 17.10.4 and must not contain any decals or advertising other than the required MA decal.

21. GRID POSITIONS

- 21.1 Grid positions will be allocated by the race secretary and printed in the program.
- 21.2 Grid positions for the repechages / finals will be chosen by the highest point scorer having first choice & so on

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

The circuit is approximately 650 metres in length; the surface is graded and rolled Rhyolite. Racing will be in an anti-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. 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 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 will be available to purchase food & drinks from 7:30am

26. NOISE

- 26.1 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 17.13.0.1 Appendix C: Sound Emissions and fuel and also as per track licence.

27. TYRES

Knobby tyres are NOT permitted on the rear wheel of any machine. As per GCR's

17.16.9.2 Loose Dirt Tracks: Tyres must comply with the following:

- a) Maximum block depth is 13mm,
- b) Maximum block size is 22mm x 25mm
- c) Maximum gap between blocks is 25mm,
- d) Maximum rear tyre width measured to the outside of blocks 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.

ATV tyres: Turf Tamers are the most severe tyre that an ATV can use.

28. ANTI-DOPING POLICY

- 28.1 All competitors, officials, mechanics, team 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 the 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, officials, mechanics, team personnel and officials are advised that random drug and alcohol testing may take place during the competition. Refer to the MA Website for details on the Safety Policy – Drug and Alcohol testing.

30. CODES OF BEHAVIOUR

All competitors, officials, mechanics, team personnel and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au, which is a guide to appropriate behavior at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

31. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

All competitors, mechanics, team 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 behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

32. ADMISSION CHARGES

Saturday: \$20 per car. Keep ticket and will be \$10 for Sunday

Sunday only: \$20 per car.

33. FIRE EXTINGUISHERS

All competitors should have a minimum 2kg, dry power A:B (E) class, working fire extinguishers in their pit area.

34. ENVIRONMENTAL PROTECTION

An absorbent mat that measure a minimum of 500mm x 500mm **must be** placed underneath the engine/gearbox and fuel tank of any solo or sidecar while parked in the pit, paddock or work area.

35. SPECIAL NOTES AND WARNINGS:

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

35.2 NO Smoking or Drinking in the Pit Area.

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

35.4 Facilities: Canteen facilities will be available from 7.30am on Sat and Sun. Toilet facilities are septic system.

35.5 NO Push Bikes, Scooters or skateboards are allowed in the complex.

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

35.7 Back Protectors are COMPULSORY for all riders.

35.8 **NO CAMPING IS PERMITTED AT BARLEIGH RANCH** due to local Council regulations.

The following is a list of some accommodation available near Barleigh Ranch. This is general information only and has no bearing on the event. Booking of all accommodation is at your own discretion. Motorcycling NSW and the Hunter MCC make no representations or warranties in relation to the below list of accommodation or the information and facilities provided by them.

ACCOMMODATION NAME	CONTACT NUMBER
Sleepy Hill Motel	02 4987 2321
Colonial Raymond Terrace Motel	02 4987 2244
Sundowner Motel	02 4987 2244
Best Western Motto Farm Motel	02 4987 1211
Sir Francis Drake Motel	02 4987 1444
Pacific Gardens Van Village (Heatherbrae South of Track)	02 4987 2224
Karuah Big 4 Caravan Park - (North of Track)	02 4987 5520
Australian Motor Homes Tourist Park (North of Track)	02 4987 0171

CONTRACT TO PARTICIPATE IN THE 2018 AUSTRALIAN SENIOR TRACK CHAMPIONSHIP

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

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

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

2. DEFINITIONS In this declaration:

- 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, 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 Hunter Motorcycle Club Inc., use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering the Event. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au.

11. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

a) I ACKNOWLEDGE that:

- i) If I am injured, become ill or die at or following the Event the services engaged to provide medical services in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) **IN CONSIDERATION** of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

12. POLICIES AND REGULATIONS

- a) I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time.

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

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

13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by Hunter Motorcycle Club Inc and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to Hunter Motorcycle Club Inc using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote Hunter Motorcycle Club Inc 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

**SIGN
HERE**

16. EXECUTION! 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) Hunter Motorcycle Club Inc
- 5) Port Stephens Council
- 6) MX Central
- 7) Benificial Service and Intercept Medical
- 8) Chris Watson Motorcycles and Yamaha Australia
- 9) 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
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

7:00am to 6:00pm 4th and 5th August 2018

SCHEDULE 3:

Barleigh Ranch Raceway 1 Barleigh Race Way Eagleton

SCHEDULE 4

For recreational services or activities provided throughout Australia:

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

By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

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

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

For recreational services or activities provided in NSW or WA:

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

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

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

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

For recreational services or activities provided in Victoria:

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

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

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

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and *Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnites for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the Indemnites flowing from them, are expressly excluded to the extent possible by law, by this application to compete form and declaration. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnites will, at the discretion of MA, the Motorcycling Organisations and the Indemnites, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

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

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services, there is:

- (a) statutory guarantee that those services will be rendered with due care and skill; and
- (b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. Agreement to exclude, restrict or modify your rights: I agree that the liability of MA, the Motorcycling Organisations and the Indemnites for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

- (a) Recreational services are services that consist of participation in - • sporting activity or similar leisure-time pursuit; or • any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- (b) Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

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

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and MA, the Motorcycling Organisations and the Indemnites incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.