



Northern Districts Motorcycle Club
WILL CONDUCT
THE BARRY COCKLE CLASSIC
ON
7th and 8th September 2019



SUPPLEMENTARY REGULATIONS

MEETING NAME:

VENUE:

DATE:

Barry Cockle Classic

Dargle Farm MVRG
312 River Rd, Lower Portland

Saturday 7th and Sunday 8th
September 2019

PROMOTER:

MA TRACK LICENCE No.

MA PERMIT No.

Northern Districts Motorcycle Club

21690 -21707

1/19/O/24485

RACE SECRETARY:

ADDRESS:

CONTACT NO.

Carlie Roberts

secretary@ndmcc.com.au

0418 458 115

CLERK OF THE COURSE:

SCRUTINEER:

STEWARD:

Darren Fitzgibbon

David Middleton

Gavin Hunt

1. **ANNOUNCEMENT:**

The Northern Districts Motorcycle Club (NDMC), hereafter called the PROMOTER will conduct The Barry Cockle Classic at the Dargle MX MVRG, on Saturday 7th and 8th September 2019.

2. **JURISDICTION:**

2.1. The above-mentioned Open meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number: 1/19/O/24485 and is open to holders of current Motorcycling Australia National Competition Licences.

2.2. DAY LICENCES ARE ACCEPTED and processed via Ridernet at time of entry cost is \$75.00, No Day Licences will be issued on the day. It is the competitor's responsibility to provide all the required documentation when purchasing the licence. If you haven't held a MA Competition Licence in the last 10 years you will need to complete Competency Test – Please email race secretary carlieroberts2@gmail.com prior to the event to obtain application and test

One Event Licence are issued under the following conditions

- Proof of ambulance cover
- Current Club member is required (day memberships are available for NDMC)
- For Juniors – Current Endorsement in JCP Book

If you have a Ridernet ID from a previous competition licence, coaches licence, or an officials licence;

- Ridernet via www.motorcycling.com.au
- Sign In using your Ridernet ID and Password
- Once logged in, choose Events – Available Events
- Select Event Type: Open
- Choose 2019 Barry Cockle Classic – Process entry and select Get a One Event Licence
- Complete Payment – a receipt will then be emailed to you

If you have never had a Ridernet ID

- Visit <http://bit.ly/Ridernet-Member-Login>
- Under Become a Member - Click Purchase a Licence



- Choose One Event Competition Licence
- Create an MA (Ridernet) Profile by clicking Register
- Enter your details
- Select Event Type: Open
- Choose 2019 Barry Cockle Classic – Get a One Event Licence and entry to event
- Complete Payment – a receipt will then be emailed to you

2.3. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of Motorcycling NSW and any final instructions.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. ENTRIES:

- 3.1 Entries open forthwith and close Thursday 5th September at 8pm. **There is NO late or on the day entries for this event**
- 3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter, if such retention is approved by Motorcycling NSW.
- 3.3 Only entries received by RIDERNET (Online) that are accompanied by the correct fee will be accepted. Entry Link is:

https://osm-ma.omnisportsmanagement.com/EventManager/EM_RegEventInformation.aspx?EventId=39%2bRiPMu1VUcU7%2fI3qDS0m8E4CNywg%2fr

- 3.4 **NOTE: NO LATE ENTRIES WILL BE ACCEPTED. REFUNDS FOR WITHDRAWALS ARE AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND AT THE DISCRETION OF THE PROMOTER.**



4. **INSURANCE:**

4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.

4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.

4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5. **MEDICAL SERVICES:**

Will be provided by Safe for Work with 2 Paramedics in attendance for the duration of the event, from Saturday 7th to the end of Racing on Sunday 8th September.

6. **ENTRY FEE:**

6.1 Entry Fees

Junior Classes - \$40 First Class, 2nd Class \$20

Seniors Classes - \$55 First Class, 2nd /Additional Classes \$20

Barry Cockle Classic Qualifier (Seniors Only) Entry is \$20 in addition to above senior entry fees

Saturday Afternoon Practice after completion of Junior Racing for Seniors is \$20

6.2 **All** Riders Junior and Seniors must have a Transponder (My Laps) if hire is required, Hire Fee is \$10 per transponder payable at time of entry, this will be added as a mandatory extra. If you have your own transponder, please include in entry on Ridernet

6.3 Payment to be made via Ridernet by ways of Debit or Credit Card only. Please note Ridernet has a small service fee payable in additional to entry fees

6.4 Please include a correct email address for confirmation of entry and any final instructions. FINAL INSTRUCTIONS will be emailed on Thursday 5th September or if not before and posted to Barry Cockle Facebook

7. **ENTRY PASSES:**

Dargle Farm has an entry fee of \$10 per car or \$5 per person payable on entry to the track – Cash only

8. **CLASSES OF COMPETITION:**

JUNIORS – Saturday Only

- 50cc Div 1 Non-Competitive (Nippers)
- 65cc 7-u9
- 65cc 10-u12
- 85cc 9-u12
- 85cc 12-u16
- Junior Lites 125cc 2 Stroke/250cc 4 Stroke (combined)

SENIORS – Sunday Only

- Senior Lites
- All Powers
- Veterans Over 35/45s (combined scored separately)
- Women
- Trail Bike - Road Registerable (Enduro)
- Vintage up to pre 85 and up Pre 95 (combined scored separately) Any CC Open Class,
- 2 Stroke Only Class
- BARRY COCKLE CLASSIC FEATURE

9. **AWARDS AND PRIZEMONEY:**

All Juniors 1st, 2nd and 3rd places in above classes of competition with exception of 50cc Div 1 (Nippers) will be awarded with trophies or alike

All 50cc Div 1 Non-Competitive (Nippers) participants will receive a Medallion/Trophies of equal value

All Seniors 1st, 2nd and 3rd places in above classes of competition will be awarded with trophies or alike

There is no Prize Money for this event in any Junior or Senior Classes

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 **For all Championship classes, the number of entries received at the closing date will determine if the number is sufficient to constitute a championship. The closing date for entries will not be extended and if there are insufficient numbers, that class will not be run as a championship.**
- 10.2 To constitute a class, the number of contestants entered and competing in each class shall be **6** for each class of competition.
- 10.3 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the promoter, subject to Motorcycling NSW approval.

11. RACE FORMAT:

11.1 Saturday – All Juniors

50cc Div 2, 65cc, 85cc and Juniors Lites
2 Lap Practice, 3 Rounds of 4 Lap Races
50cc Nippers 4 sessions of 8 mins

Sunday – All Seniors

Senior Lites, All Powers, Veterans Over 35, Veterans 45, Women, Trail Bike - Road Registerable (Enduro)
Vintage up to pre 85 and up Pre 95 (Combined/Open Class), 2 Stroke Only
2 Lap Practice, 3 Rounds of 4 Lap Races

For Barry Cockle Feature Race – 2 Qualifiers of 40 in each maximum of 80 riders – 3 lap Qualifiers

The 40 fastest lap times will receive entry to the Barry Cockle Classic Feature Race – 15-minute Moto + 1 lap (last race of the day)

- 11.2 Scoring will be as per GCR's for Motocross. i.e. 35 points will be allocated to the overall 1st place at the end of each meeting, 32 pts for 2nd place, 30 pts for 3rd place, 28 points for 4th place, 26 points for 5th place, etc, to be accumulated over the 3 rounds, with the maximum possible being 105 points achieved per class for the series.
- 11.3 Electronic timing will be used at the event. Transponders will be supplied at Sign On
- 11.4 Results will remain "Provisional" until ratified and confirmed by Motorcycling NSW.
- 11.5 If the meeting is a Championship, all championship classes will take precedence over support classes.

12. MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCR's for Motocross competition.
- 12.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 12.3 Change of machine is permitted when the Clerk of Course has been notified of the change
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their Motorcycling NSW Registered Riding Number or their preferred riding number if available. All others shall be allocated numbers at the NDMC discretion.
- 13.2 All number plates on all machines MUST comply with the GCR's.

14. GRID POSITIONS:

Juniors – Moto 1 Peg Draw – Peg Drawn is order of gate selection, Moto 2 and 3 My Lap Results

Seniors – Timed Practice, Moto Results from My Laps

For Barry Cockle Feature Race – 2 Qualifiers – first 40 fastest lap times from, qualifiers to proceed through to FINAL

15. RIDERS BRIEFING:

A Riders' briefing will be held prior to the commencement of practice and all participants MUST attend. Riders' briefing sign-on sheets must be signed by the competitor as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

17. **CODE OF CONDUCT:**

All participants, officials and parents are reminded of the Motorcycling Australia - CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and shall be enforced.

18. **TIMETABLE:**

Gates Open: 6am – 7th September
Scrutineering: 7am to 8am Both Days
Riders Briefing: 8:30am Both Days
Start of Practice: 9am Both Days
Start of Racing: At the completion of Practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6am with the completion of the meeting for the participant being at the completion of racing on Sunday 8th September.

19. **CIRCUIT DESCRIPTION:**

The track is a natural terrain with man-made jumps and is run in an anti-clockwise direction. The Track is Approximately 2.6kms in length consisting of both soft and hard packed soil and has been licenced as per the MA Track Guidelines.

20. **STARTS:**

15 Sec/5 Sec Board with 40 Backward Drop Gates

21. **RACING:**

Saturday – All Juniors
50cc Div 2, 65cc, 85cc and Juniors Lites
2 Lap Practice, 3 Rounds of 4 Lap Races
50cc Nippers 4 sessions of 8 mins.

Sunday – All Seniors
Senior Lites, All Powers, Veterans Over 35, Veterans 45, Women, Trail Bike - Road Registerable (Enduro)
Vintage up to pre 85 and up Pre 95 (Combined) Any CC Open Class, 2 Stroke Only
2 Lap Practice, 3 Rounds of 4 Lap Races

For Barry Cockle Feature Race – 2 Qualifiers of 40 in each maximum of 80 riders – 3 lap Qualifiers
The 40 fastest lap times from the 2 qualifiers will receive entry to the Barry Cockle Classic Feature Race – 15-minute Moto + 1 Lap.

Bonus Scoring for Barry Cockle Classic Feature Race Only (added to Final GCR MX Scoring), Either/Or Apply ie you can receive both points for age and bike

Age

18-24 – 0 Points
25-30 – 1 Point
31-39 – 3 Points
40-49 – 5 Points
50 + - 6 Points

Bike

Modern – 0 Points
Pre 2000 – 1 Point
Pre 95 – 2 Points
Pre 90 – 3 Points
Pre 85 – 5 Points
Evo – 7 Points
Pre 78 – 8 Points

22. **NOISE:**

All machines must comply with the requirements of the GCR's and the track licence. Bikes

must not be started till 9am each day



23. PAYG WITHHOLDING TAX:

The Pay As You Go Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 47% of prize money 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 moneys paid to you.

24. SPECIAL NOTES AND WARNINGS:

24.1	Presentations etc.	At the conclusion of racing each day – Juniors Saturday, Seniors Sunday
24.2	Facilities:	Canteen will be in operation for the duration of the event, Toilets and Hot Showers
24.3	Marshal Levy	Optional \$10 Marshal Levy can be selected during Entry, by paying levy your marshalling duties are waived. Should you not elect to pay \$10 you will be required to fulfill your marshalling obligations. Requirement if you require to fulfill your marshalling duties will be one session over the days program and will be pre allocated and session provided at sign on. On the day payment of Marshal Levy will not be accepted and must be pre-registered with entry
24.4	Transponders	All Riders Junior and Seniors must have a Transponder (My Laps). If hire is required, Hire Fee is \$10 per transponder payable at time of entry, this will be added as a mandatory extra. If you have your own My Laps transponder, please include in entry on Ridernet. Collection of Transponder will be at Sign On
24.5	Tyres:	n/a
24.6	Admission Charges:	\$10 per car or \$5 per person if solo in a car, collected at gate when entering track
24.7	Camping:	Is available Friday and Saturday evening – please select as an extra in Ridernet
24.8	Injuries:	All injuries <u>MUST</u> be reported to the Clerk of the Course
24.9	Pit Area:	No riding of machines is allowed in the pit area this includes road registered machines; any breach may result in exclusion of the corresponding competitor from the meeting. Only rider and mechanic are allowed in the pit area. Wrist Bands will be provided to Mechanics and Riders at sign one. Pushbikes and scooters are not allowed in the pit area. ENCLOSED FOOTWEAR MUST BE WORN AT ALL TIMES.
24.10	Car Park:	Riding of machines in the car park is not permitted. All bikes must be walked out from the pit area to the car park. Rationale there is a class for Road Registerable Bikes
24.11	Animals:	Animals are not permitted within the confines of the complex unless they are being used to alleviate a person’s disability. Anyone found to have brought an animal onto the premises will be asked to leave.
24.12	Score Tower:	The score tower is off limits to all persons. Exemptions will be made to officials of the meeting.
24.13	Electronic Communications & Social Media Policy	All competitors, officials and parents are reminded of MA’s electronic communication 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.
24.14	FINAL INSTRUCTIONS:	Emailed to all Entrants and posted to Barry Cockle Classic Facebook Page Tear Offs are NOT permitted at this event



DEED OF APPOINTMENT OF TEMPORARY GUARDIAN



1. I _____ of _____ am the parent or legal guardian of _____ (“Minor”). The Minor wishes to enter _____ (“Event”) conducted by the parties in Schedule 1 below (“Organisers”) on _____ (date). I consent to the Minor’s entry and participation in the Event.
2. I appoint and authorise _____ (“Guardian”) as temporary guardian and custodian of the Minor, whilst the Minor has entered and participates in the Event (with the Guardian’s acceptance of such appointment evidenced by their execution of this Deed below). The Guardian’s appointment as Guardian under this Deed is of no effect in circumstances where I/we (the parent or legal guardian of the Minor) is/are in attendance at the Event (and will remain of no effect only for so long as I/we are in attendance at the Event). In those circumstances and for so long as I/we remain in attendance at the Event, I/we retain full legal responsibility for the Minor.
3. I acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
 - a) the Minor may be injured, physically or mentally, and may be killed;
 - b) the Minor’s machinery or equipment may be damaged, lost or destroyed;
 - c) other competitors may ride dangerously or with lack of skill;
 - d) track or event conditions may be hazardous and may vary without warning or predictability;
 - e) the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;
 - f) any policy of insurance of or in respect of the Minor’s life or physical or mental health may be voided;
 - g) there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
 - h) entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
4. In consideration of the Organiser’s accepting the Minor as an entrant in the Event I agree to indemnify the Guardian, the Organisers and each of them in the following manner:
 - a) that the Minor participates in the race meeting at my sole risk and responsibility;
 - b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
 - c) that I indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor’s death or any injury loss or damage caused to the Minor or the Minor’s machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. I release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor’s participation in the Event.
6. I declare that the Minor is medically and physically fit and able to participate in the Event.
7. I authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
8. I authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

Executed as a Deed:

SIGNED by _____
 [Print name of Parent or Legal Guardian] [Signature of Parent or Legal Guardian]

In the presence of:

 [Print witness name] [Signature of witness]

SIGNED by _____
 [Print name of Temporary Guardian] [Signature of Temporary Guardian]

In the presence of:

 [Print witness name] [Signature of witness]

Schedule 1

FIM, MA, All Australian State Controlling Bodies, all clubs and officials who form part of the series, all round venues, all landowners of properties holding Rounds, all Series or Round sponsors or official suppliers.



Northern District Motorcycle Club

WILL CONDUCT

Barry Cockle Classic

ON

8th and 9th of September 2019



ENTRY FORM

Rider's Surname:		Rider's First Name:	
MA Licence No:		MA Licence Expiry Date:	
Address:			
Post Code:	Club:	Grade:	
If under 18 Years - Date of Birth:			
Registered Riding No:		If not registered, Preferred No:	
Contact Number	Home:	Work:	Mobile:

Entrant:	MA Licence No:	MA Licence Expiry Date:
Passenger's Surname:		Passenger's First Name:
MA Licence No:		MA Licence Expiry Date:
Address:		
Post Code:	Club:	Grade:
If under 18 Years - Date of Birth:		
Registered Riding No:		If not registered, Preferred No:
Contact Number	Home:	Mobile:

CLASSES	MACHINE	CAPACITY	AGE
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			
INSERT NAME / DETAILS			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR's), THE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART), THE BY-LAWS OF MOTORCYCLING NSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

ENTRY FEES:

TOTAL PAYABLE = \$ _____

POST ENTRY TO: RACE SECRETARY:

_____	_____	_____
RIDERS NAME	SIGNATURE	DATE
_____	_____	_____
PASSENGERS NAME	SIGNATURE	DATE
_____	_____	_____
PARENT / GUARDIAN NAME	SIGNATURE	DATE

PLEASE TICK ONE

I AM A PROFESSIONAL RIDER AND MY ABN IS: _____

MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN

CONTRACT TO PARTICIPATE IN THE Barry Cockle Classic

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, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation 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. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be 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) the Indemnitees do not make any warranty that the services at the Meeting 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) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

4. WARNING UNDER THE Australian Consumer and Fair Trading Act 2012 (Vic)

Under the provisions of the Australian Consumer and Fair Trading Act 2012 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill;
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22N of the Australian Consumer 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 (Vic) if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in Regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic).

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - i) that I participate in the Meeting at my sole risk and responsibility;
 - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
 - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or Claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any Claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.

- 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 NDMC 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;

- i) 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
- ii) 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

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.

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW
- 4) Northern Districts MC
- 5) Dargle MX
- 6) <Add Land Owner Here>
- 7) <Add Sponsor Here>
- 8) Safe for Work Medical Services
- 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:

7th and 8th September 2019 from 6am

SCHEDULE 3:

Dargle MX MVRG

SIGN
HERE

14. EXECUTION I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) 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, dangers and obligations set out in Clause 3 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.

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 declaration,

PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

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

PARTICIPANT DECLARATION

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 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.

DEFINITIONS

2. In this declaration:
- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation 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 Activities" 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.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:
- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and an under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be 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) the Indemnitees do not make any warranty that the services at the Meeting 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) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
- rendered with due care and skill;
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, 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 Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - i) that I participate in the meeting at my sole risk and responsibility;
 - ii) that I accept the venue as it stands with all or any defects hidden or exposed;
 - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
 - b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.

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.

MEDICAL

8. 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

I hereby consent to the collection of my personal information by the <Add Event Organiser Here>, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by <Add Event Organiser Here>, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by <Add Event Organiser Here> by contacting <Add Event Organiser Here> at <Add Address of Promoter/Event Organiser Here> or MOTORCYCLING NSW at PO BOX 9172 Harris Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

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:
- a) I ACKNOWLEDGE that:
 - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 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 an entrant 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.

POLICIES AND REGULATIONS

12. 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.
13. 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.

EXECUTION

14. I STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE being the parents or guardians of the person named beside (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, dangers and obligations set out in Clause 3 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.
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 declaration.

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) <Add Promoter/Event Organiser Here>
- 5) <Add Track Hirer Here>
- 6) <Add Land Owner Here>
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here>
- 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:

INSERT MEETING TIME AND DATE HERE

SCHEDULE 3:

INSERT VENUE HERE

	Name (Print Clearly)	MA Licence Number	Senior	Junior	Official	Signature (Parent/Guardian if U18years)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						