



ACT MOTORCYCLE CLUB
WILL CONDUCT
CANBERRA CUP 2019
ON
14TH & 15TH SEPTEMBER 2019



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME:</u>	<u>VENUE:</u>	<u>DATE:</u>
ACTMCC CANBERRA CUP 2019 DIRT TRACK EVENT	PIALLIGO AVE FAIRBAIRN PARK PIALLIGO AVE, MAJURA ACT 2609	SATURDAY 17TH & SUNDAY 18TH AUGUST 2019
<u>PROMOTER:</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
ACT MOTORCYCLE CLUB	22731, 22732, 22733-D	TBA
<u>RACE SECRETARY:</u>	<u>ADDRESS:</u>	<u>CONTACT NO.</u>
BELINDA DENZEL ASSISTANT: RACHEL CASHION	PO BOX 3150 MANUKA ACT 2603	RACHEL CASHION 0419 702 349
<u>CLERK OF THE COURSE:</u>	<u>SCRUTINEER:</u>	<u>STEWARD:</u>
MARK HERFOSS	SIMON BLACK & SIMON MCADIE	CHRIS PRICE

1. ANNOUNCEMENT:

The ACT MOTORCYCLE CLUB, hereafter called the PROMOTER will conduct ACTMCC CANBERRA CUP for DIRT TRACK at the ACT MOTORCYCLE CLUB, on Saturday 14th AND Sunday 15th September 2019.

2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number **TBA** and is open to holders of current Motorcycling Australia National Competition licences.
- 2.2. ONE EVENT LICENCES **WILL** BE AVAILABLE.
- 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 last mail **Thursday 8th August 2019.**
- 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 on Ridernet or the official entry form that are accompanied by the correct fee will be accepted.
- 3.4. **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS 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:**

Emergency Australia will be in attendance for this meeting on Saturday 17th August until end of all racing Sunday 18th August 2019.

6. **ENTRY FEE:**

6.1 Seniors \$80 \$20 for each additional class

Juniors \$60 \$15 for each additional class

Sidecars \$100

50cc Demonstration Class: \$30

Senior Canberra Cup \$30

Junior Canberra Cup \$20

6.2 Payment by cheque or money order or direct deposit only.

ANY FEES FOR DISHONoured CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.

Cheques and Money Orders are to be made payable to the ACT Motorcycle Club or direct deposit into St George Bank:

Account Name: ACT Motorcycle Club

BSB: 112 908

ACC: 050124204

Please us your name as the reference.

6.3 Please include an email address for confirmation of entry and any final instructions to be email.

6.4 If you pay by Direct Deposit please email entry form and confirmation of payment to actmccdirtrack@outlook.com.au

7. **ENTRY PASSES:**

N/A

8. **CLASSES OF COMPETITION:**

DEMONSTRATION/ DIV 1 4-U9YRS

50CC DIV 2 7-U9 YEARS

65CC 7-U9 YEARS

65CC 9-U13 YEARS

TRAILS / 80CC MODIFIED 8-U12YRS

85CC 2 ST/150CC 4 ST 9-U11 YEARS Standard Wheel

85CC 2 ST/150CC 4 ST 11-U13 YEARS – Big Wheel

85CC 2 ST/150CC 4 ST 11-U13 YEARS – Small Wheel

85CC 2 ST/150CC 4 ST 13-U16 YEARS

JUNIOR LITES 250CC 4 ST/125CC 2 ST 13-U16 YEARS

PRO 250

PRO 450

PRO OPEN

SLIDERS OPEN

OVER 35 YEARS UNLIMITED

OVER 45 YEARS UNLIMITED

WOMEN'S UNLIMITED

PRE 85 CLASSIC OPEN

PRE 95 CLASSIC OPEN

SIDECARS UNLIMITED

SENIORS CANBERRA CUP OPEN (PRIZE MONEY)

JUNIOR CANBERRA CUP – 100-150CC 2 STROKE & 200-250CC 4 STROKE 13-U16 YRS

There will also be a Pro 450 shoot out, with winner taking prize money & a Junior Lites shoot out, with winner taking vouchers.

9. **AWARDS AND PRIZEMONEY:**

ACTMCC Canberra Cup 2019 trophies will be awarded to the top three point scorers in each class with 6 or more competitors.

Prize money will be awarded to;

- Senior Canberra Cup – 1st \$1,000 2nd \$750 3rd \$500
- Junior Canberra Cup – 1st \$500 2nd \$300 3rd \$150

Please note: Juniors will receive vouchers to the prize value

- Senior Pro 450 Shootout - \$400 (winner only)
- Junior 250 Shootout –\$200 in vouchers (winner only)

All riders in the Demonstration / nippers will receive a trophy of the same or equal value.

10. **ENTRIES TO CONSTITUTE A CLASS:**

- 10.1 To constitute a class, the number of contestants entered and competing in each class shall be a minimum of 6 for solos and 3 for sidecars. For prize money, classes must be a minimum 10 solo's and 8 Woman.
- 10.2 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 prize money, will be at the discretion of the promoter, subject to Motorcycling NSW approval. The junior 85cc/150cc classes 9-u11yrs and 11-u13yrs where there are insufficient entries these classes will be combined into one class.

11. **RACE FORMAT:**

11.1 **Saturday:**

There will be 1 round of practice on the track then 3 rounds of racing.

Junior & Senior Shootout will be run at the end of Round 3 racing.

Sunday:

We will have 2 rounds of racing and Finals on the track Sunday.

- There will be 5 rounds of racing for all classes with one grid of riders or less, for classes with more than one grid of riders there will be 4 rounds of racing with top 10-point scores going into final & a reperchage will be held to secure the last 2 placings for the final race.
- The Canberra Cup feature races will be a one-off race & if more than 12 entrants, we will run heats on Saturday, last chance qualifier on Sunday morning then the final at the end of Sunday
- Finishing order in heats will determine the qualifying position which will determine the order of gate selection in all finals.
 - Practice will be 2 laps
 - Races/heats will be 4 laps
 - Finals will be 6 laps.

- 11.2 Results will remain "Provisional" until ratified and confirmed by Motorcycling NSW.

12. **MACHINES AND RIDERS:**

- 12.1 All machines entered must comply with the current GCR's for *Track* competition.
- 12.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 12.3 Rider's wishing to change machine must seek permission from the Clerk of Course, however the same machine **MUST** be ridden in any final as was ridden in the qualifying heat for that final.
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.
- 12.5 **All competitors must present their licence and junior log books (junior riders only) at sign on and bike, helmet, gear and back protector to the scrutineer.**

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 ACT Motorcycle Club's discretion.
- 13.2 All number plates on all machines MUST comply with the GCR's.
- 13.3 **Back numbers MUST be clearly displayed on rider's back, the GCR'S state "back numbers MUST be worn or you cannot compete".**

14. GRID POSITIONS:

Will be as per race program. Finishing order in heats will determine your gate draw in your 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 participant 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.

12. CODE OF BEHAVIOUR:

All COMPETITORS, parents, Support personnel, and officials are reminded of the Motorcycling Australia - CODE OF Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au Part B: Codes of Behaviour, which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF Behaviour applies to this meeting and will be enforced.

17. TIMETABLE:

SATURDAY:

- Gates Open:** 7.00AM
- Scrutineering:** SCRUTINEERING and SIGN ON 7AM TILL 8.30AM
- Riders Briefing:** 8.45AM
- Start of Practice:** ASAP AFTER RIDER'S BRIEFING
- Start of Racing:** RACING COMMENCES ASAP AFTER COMPLETION OF PRACTICE.

1 round of practice on the Track then 3 rounds of racing.

SUNDAY:

- Gates Open:** 7.30AM SUNDAY
- Riders Briefing:** 8.30AM
- Start of racing:** ASAP AFTER RIDER'S BRIEFING.

2 rounds of racing and finals on the track. There will be no need to re sign on or scrutineer bike on Sunday unless the bike was involved in an accident on the Saturday.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 7.00am. The completion of the meeting for all participants will be at the completion of all racing.

NO BIKE TO BE STARTED BEFORE 9.00AM OR AFTER 5.00PM.

19. CIRCUIT DESCRIPTION:

Dirt Track - 620 metre track constructed of decomposed granite, racing anti-clockwise direction

20. STARTS:

Will be a 12 rider grid with speedway style tapes.

21. RACING:

There will be one round of practice of 2 laps, races and heats will be 4 laps. Finals will be 6 Laps.

22. NOISE:

All machines must comply with the requirements of the GCR'S and the ACT'S Motor Sports noise environment protection policy (Dirt Track =85DB Trackside/ride by). Compulsory EPA track side noise monitoring will be conducted. NO MACHINE UNDER ANY CIRCUMSTANCE IS TO BE STARTED BEFORE 9AM OR AFTER 5PM.

23. PAYG WITHOUT HOLDING:

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:** Will take place at the canteen area as soon as possible at the conclusion of racing on Sunday.
- 24.2 **Off Limits:** The score tower is off limits with the exception of the officials of the meeting.
- 24.3 **Program:** Each competitor will receive 1 complimentary program. Additional programs are \$2.00 each.
- 24.4 **Behaviour:** Bad behavior will not be tolerated by rider and or parents/guardians. Failure to comply with the GCR's will result in exclusion from the meeting.
- 24.5 **FACILITY'S:** Camping will be allowed Friday & Saturday nights. This must be arranged prior to meeting with Rachel Cashion. There are showers available in the toilet block.
- 24.6 **TYRES:** No knobby tyres on junior 125/250cc bikes or any senior bikes, otherwise as per GCR's. Trials or speedway pattern are permitted.
- 24.7 **ADMISSION CHARGES:** There will be no admission charge for this event
- 24.8 **CANTEEN:** Canteen facilities will be available Saturday and Sunday.
- 24.9 **PIT AREA:** Depending on entries we may need to close pits to trailers only, this will be decided on the Friday before the meeting and noted in the final instructions.
No person under the age of 16 years is allowed in the pit area unless you are a competitor.
- 24.10 **FINAL INSTRUCTIONS:** will be posted on our website www.actmcc.com.au along with the sub regs.

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] in the presence of: _____) [signature of parent or legal guardian]
 _____)

[print witness name] _____
 Date _____

[signature of witness] _____)
 SIGNED by: _____) [signature of the Guardian]
 [print name of Guardian] _____)

[print witness name] _____
 Date _____

[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.



ACT MOTORCYCLE CLUB

WILL CONDUCT

ACTMCC CANBERRA CUP 2019

SATURDAY 17TH AND SUNDAY 18TH AUGUST 2019



SENIOR 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:	Work: Mobile:

CLASSES	MAKE	MODEL	CAPACITY	FEE'S
PRO 250				\$
PRO 450				\$
PRO OPEN				\$
SLIDERS OPEN				\$
PRE 85 CLASSIC OPEN				\$
PRE 90 CLASSIC OPEN				\$
OVER 35YRS OPEN				\$
OVER 45YRS OPEN				\$
WOMEN'S OPEN				\$
SIDECARS OPEN				\$
CANBERRA CUP FEATURE RACE				
				TOTAL \$

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: SENIORS \$80 \$20 FOR EACH ADDITIONAL CLASS SIDECARS \$100 **CANBERRA CUP FEATURE \$30**

DIRECT DEPOSIT: ST GEORGE BANK, ACT MOTORCYCLE CLUB, BSB: 112908 ACC: 050124204 REFERENCE: RIDER'S NAME

POST ENTRY TO: RACE SECRETARY: PO BOX 3150 MANUKA ACT 2603 OR EMAIL: actmccdirtrack@outlook.com.au

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



ACT MOTORCYCLE CLUB

WILL CONDUCT

ACTMCC CANBERRA CUP 2019

SATURDAY 17TH AND SUNDAY 18TH AUGUST 2019



JUNIOR 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:	Work:	Mobile:

CLASSES	MACHINE	CAPACITY	RIDER'S AGE	FEE'S
DEMONSTRATION/ DIV 1 4-U9YRS				\$
50CC DIV 2 7-U9YRS				\$
65CC 7-U9YRS				\$
65CC 9-U13YRS				\$
TRAILS / 80CC MODIFIED 8-U12YRS				\$
85CC 2ST/150CC 4ST 9-U11YRS				\$
85CC 2ST/150CC 4ST 11-U13YRS – BIG WHEEL				\$
85CC 2ST/150CC 4ST 11-U13YRS – SMALL WHEEL				\$
85CC 2ST/150CC 4ST 13-U16YRS				\$
JUNIOR LITES 13-U16YRS				\$
JUNIOR CANBERRA CUP FEATURE RACE				\$
				TOTAL \$

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: SENIORS \$80 \$20 FOR EACH ADDITIONAL CLASS SIDECARS \$100 **CANBERRA CUP FEATURE \$30**

DIRECT DEPOSIT: ST GEORGE BANK, ACT MOTORCYCLE CLUB, BSB: 112908 ACC: 050124204 REFERENCE: RIDER'S NAME

POST ENTRY TO: RACE SECRETARY: PO BOX 3150 MANUKA ACT 2603 OR EMAIL: actmccdirtrack@outlook.com.au

_____	_____	_____
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 ACTMCC CANBERRA CUP 2019

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) "Indemnities" 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.

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 Indemnities 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 FAIR TRADING ACT 1999 (VIC)

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 Indemnities.

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 Indemnities 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 Indemnities, 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 Indemnities 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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 ACT MOTORCYCLE CLUB, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by ACT MOTORCYCLE CLUB, MA 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 ACT MOTORCYCLE CLUB by contacting ACT MOTORCYCLE CLUB at FAIRBAIRN PARK, PIALLIGO AVE, MAJURA ACT or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

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 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.

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW
- 4) ACT MOTORCYCLE CLUB
- 5) FAIRBAIRN PARK CONTROL COUNCIL
- 6) <Add Sponsor Here>
- 7) EMERGENCY AUSTRALIA

- 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:

SAT 16TH AND SUN 17TH MARCH 2019

SCHEDULE 3:

FAIRBAIRN PARK RACEWAY

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 Indemnities 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

CONTRACT TO PARTICIPATE IN THE ACT KINGS AND QUEENS LONG TRACK

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

- In this declaration:
- "MA" 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;
- "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- "MA" means Motorcycling Australia Limited;
- "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- "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.

ACKNOWLEDGEMENT OF RISKS, DANGERS & OBLIGATIONS

- ACKNOWLEDGE that:
 - 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:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - 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;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
 - 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;
 - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - 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)

- 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

- IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
 - I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - that I participate in the meeting at my sole risk and responsibility;
 - that I accept the Venue as it stands with all or any defects hidden or exposed;
 - 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.
 - 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 statutes, 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.
- 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.
- 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

- 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.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

- I hereby consent to the collection of my personal information by the ACT MOTORCYCLE CLUB, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by ACT MOTORCYCLE CLUB 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 «ACT MOTORCYCLE CLUB» by contacting «Add Promoter/Event Organiser Here» at «FAIRBAIRN PARK, RIALLOGO AVE, MARRILONG ACT» or MOTORCYCLING NSW INC 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

- 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:
 - I ACKNOWLEDGE that:
 - 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;
 - 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
 - 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).
 - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my information, including obtain my information from third parties including my Carers;
 - 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;
 - 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.
 - 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

- 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 MAs as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- 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

- 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

- I/WE being the parents or guardians of the person named beside (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
 - I/we have read the whole of this document and understand it;
 - I/we consent to the entrant participating in the Event; AND
 - I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
 - I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

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

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- ACT MOTORCYCLE CLUB
- <Add Track Hirer Here>
- FAIRBAIRN PARK CONTROL COUNCIL
- <Add Sponsor Here>
- EMERGENCY AUSTRALIA
- <Add Other Here>
- 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
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

SAT 6th AND SUN 7th FEBRUARY 2016

SCHEDULE 3:

FAIRBAIRN PARK RACEWAY

	Name (Print Clearly)	MA Licence Number	Senior	Junior	Official	Signature (Parent/Guardian if U18years)
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