



# YAMAHA



## 2019 NSW JUNIOR & SENIOR OFF ROAD CHAMPIONSHIPS

### SUPPLEMENTARY REGULATIONS

<u>Rounds</u>	<u>Dates</u>	<u>Location</u>	<u>Permit</u>
<b>No</b>			
Rd 1 & Rd 2	23 <sup>rd</sup> & 24 <sup>th</sup> February	Bob Robinson Park – Maitland	3/19/O/23932
Rd 3 & Rd 4	23 <sup>rd</sup> & 24 <sup>th</sup> March	Nowra Motoplex - Yerriyong	3/19/O/23981
Rd 5 & Rd 6	6 <sup>th</sup> & 7 <sup>th</sup> April	Dusodie – Dungog	3/19/O/24085
Rd 7 & Rd 8	25 <sup>th</sup> May	Dungog Showground – Dungog	1/19/O/24251
Rd 9 & Rd 10	20 <sup>th</sup> & 21 <sup>st</sup> July	Karoon MVRG - Kyogle	3/19/O/24462
Rd 11 & Rd 12	24 <sup>th</sup> & 25 <sup>th</sup> August	Bellbird Appin MVRG – Macarthur	3/19/O/24467

#### Promoter

Rd 1 & Rd 2 – Maitland District Motorcycle Club  
 Rd 3 & Rd 4 – Oyster Bay Motorcycle Club  
 Rd 5 & Rd 6 – Dungog Motorcycle Club  
 Rd 7 & Rd 8 – Dungog Motorcycle Club  
 Rd 9 & Rd 10 – Kyogle Motorcycle Club  
 Rd 11 & Rd 12 – Macarthur Districts MCS

#### MA Track Licence

22288  
 22295, 22296, 22297, 22298, 22299  
 22179, 22180, 22181  
 22316  
 22579, 22580, 22581, 22582-D, 22827  
 22828, 22830

#### Event Contact

#### Series Race Secretary

Treena Sargent  
[secretary@nswoffroad.com.au](mailto:secretary@nswoffroad.com.au)  
 0458 241001

An event Race Secretary may be appointed and will be notified in the Final Instructions

#### Series Contact Phone Numbers

Jan Waldon – 0428 486 681  
 Oyster Bay – 0418 640 991 - Martin  
 Dungog MCC – 0428 921 746 - Brad  
 Maitland MCC -  
 Kyogle MCC –

Chief Scrutineer for all Rounds – Warren Kay

#### Clerk of Course

Rd 1 & Rd 2 – Jan Waldon  
 Rd 3 & Rd 4 – Martin Pryke  
 Rd 5 & Rd 6 - Jan Waldon  
 Rd 7 & Rd 8 – Jan Waldon  
 Rd 9 & Rd 10 – Steve Squires  
 Rd 11 & Rd 12 – Steven Squires

#### Steward

Rd 1 & Rd 2 – Lord Danny Graham  
 Rd 3 & Rd 4 – Lord Danny Graham  
 Rd 5 & Rd 6 – Steve Squires  
 Rd 7 & Rd 8 – Lord Danny Graham  
 Rd 9 & Rd 10 - Jan Waldon  
 Rd 11 & Rd 12 – Lord Danny Graham

## **1. ANNOUNCEMENT:**

The Maitland District MCC, Oyster Bay MCC, Dungog MCC, Kyogle MCC & Bellbird Appin MVRG – Macarthur hereafter called the  
PROMOTER will conduct 2019 NSW Off Road Championships for Junior and Senior  
Bob Robinson Park MVRG – 60 Kyle Street Rutherford - Saturday 23<sup>rd</sup> & Sunday 24<sup>th</sup> February 2019  
Nowra Motoplex – Braidwood Road Yerrilyong – Saturday 23<sup>rd</sup> & Sunday 24<sup>th</sup> March 2019  
Dusodie MVRG – Chichester Dam Road Dungog – Saturday 6<sup>th</sup> & Sunday 7<sup>th</sup> April 2019  
Dungog MVRG – Dungog Showground Chapman Street Dungog on Saturday 25<sup>th</sup> May 2019  
Karoona MVRG – Taberners Rd Kyogle – Saturday 20<sup>th</sup> & Sunday 21<sup>st</sup> July 2019  
Bellbird Appin MVRG – Macarthur on Saturday 24<sup>th</sup> & Sunday 25<sup>th</sup> August 2019

## **2. JURISDICTION:**

- a. The above-mentioned OPEN meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number 3/19/O/23932, 3/19/O/23981, 3/19/O/24085, 1/19/O/24251, 3/19/O/24462, 3/19/O/24467 and is open to holders of current Motorcycling Australia National Competition Licence.
- b. Motorcycling Australia One Event Licence (available with entry)
- c. 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 online only at [www.nswoffroad.com.au](http://www.nswoffroad.com.au) – All entries must be electronic (no paper entries)
- 3.2 There will be 3 levels of entry fees based on time & PAYMENT of entry
- 3.3 **EARLY BIRD ENTRIES** – Entries open forthwith and close – midnight Monday 12 days prior to each event  
\*\*\* BOTH MONEY & ENTRY MUST BE RECEIVED BY THIS DATE OR STANDARD ENTRY FEE WIL APPLY  
**STANDARD ENTRIES** - Entries open forthwith and close – midnight Tuesday 4 days prior to each event  
\*\*\* BOTH MONEY & ENTRY MUST BE RECEIVED BY THIS DATE OR LATE ENTRY FEE WILL APPLY ( There will be an allowance for EFT Transmission made on the weekend )  
**LATE ENTRIES** – Late entries will be accepted up to midnight Thursday 2 days prior to each event  
Any payments received after close of standard entries will incur late entry fee of \$20
- 3.4 In the case of postponement or abandonment of the meeting, refund policy will apply – see 6.4
- 3.5 Only entries received electronically that are accompanied by the correct fee will be accepted. Entry Fee can be paid by PayPal (credit card) electronic funds transfer (Bank transfer)  
**NB if paying by Bank transfer – please use rider number & surname as reference**
- 3.6 Riders must notify the race secretary by 5pm on the Thursday 2 days prior to each event of any changes to their entry in order to be entitled to any refund . THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS OUTLINED IN THE REFUND POLICY – 6.4
- 3.7 NO ENTRIES ON THE DAY

## **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:**

Suitable First Aid Service will be available on each day from start of sighting lap to completion of competition

## **6. ENTRY FEE:**

- 6.1 Electronic Timing will be use for this meeting. Licence / Junior Log books will be collected at sign on and returned at the conclusion of the meeting when transponder returned. Failure to return transponder will incur a replacement cost to a maximum of \$610.00 (plus postage & insurance) payable to the promoter. Transponder brackets will not be hired – transponder brackets will be available for sale at a cost of \$15.00

### **EARLY BIRD SENIOR ENTRY FEES:** \$180.00

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

\*\*\* NB: Plus a \$25.00 FOREST LEVY RD 5 & RD 6 (AORC ROUNDS at DUNGOG) - EXCLUDED EJ CLASS

### **EARLY BIRD JUNIOR ENTRY FEES** - \$130.00 – Junior family discounts available – see below

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

### **STANDARD SENIOR ENTRY FEES** - \$200.00

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

\*\*\* NB: Plus a \$25.00 FOREST LEVY RD 5 & RD 6 (AORC ROUNDS at DUNGOG) - EXCLUDED EJ CLASS

### **STANDARD JUNIOR ENTRY FEES** - \$150.00

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

### **LATE SENIOR ENTRY FEE** - \$220.00

\*\*\*NB: Plus a MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

\*\*\* NB: Plus a \$25.00 FOREST LEVY RD 5 & RD (AORC ROUNDS at DUNGOG - EXCLUDED EJ CLASS

### **LATE JUNIOR ENTRY FEE** - \$170.00

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

### **Junior Family Discounts: Available for early bird entries only**

1<sup>st</sup> Child - \$130.00 – each additional child - \$100.00

\*\*\*NB: Plus a \$5.00 MEDICAL LEVY RD 5 & RD 6 & RD 9 & RD 10 (AORC ROUNDS – IMPOSED BY AORC)

Riders with their own transponder may deduct \$12.00

- 6.2 **CAMPING FEES:** Camping will be available at most venues, if not available at the venue camping will be arranged by the promoter at nearby location. Camping is privilege and camping regulations as listed below section 25 **MUST** be adhered to A CAMPING FEE WILL APPLY TO ALL VENUES – Camping fee & information will be on the entry form and in the final instructions

- 6.3 **ENTRY FEES:** can be paid by PayPal OR direct debit (bank transfer) as listed below

**NB: If paying by Bank Transfer please use rider no & surname as reference**

Direct Deposit (Bank ) Details will be emailed to riders with entry confirmation – please remember to enter reference with deposit

Final Instructions and rider entry list (list of riders who have entered that round) will be posted on the website at [www.nswoffroad.com.au](http://www.nswoffroad.com.au) . It is the responsibility of each rider to obtain and read the final instructions and to check their class & rider number

## **6.4 REFUNDS**

- Riders withdrawing in writing before close of early bird entries will be entitled to a refund , less a \$15 administration fee.
- Riders withdrawing in writing before 5pm Friday 8days before event will be entitled to a refund , less a \$25 administration fee
- Riders withdrawing in writing after 5pm Friday 8 days before event and up to close of standard entries will be entitled to a refund less \$50.00 senior and \$40.00 junior administration fee
- Riders withdrawing in writing after close standard entries and prior to 5pm on the Thursday , 2 days prior

to the event will receive a refund , less \$80.00 senior and \$60.00 junior administration fee.

- e) Riders withdrawing from the event after 5pm on the Thursday 2 days prior to the event WILL NOT be entitled to any refund.
- f) Should the event be cancelled by the Steward due to “force majeure” (e.g. inclement weather) then the following shall apply; Riders who did not ride or enter the track will receive their entry fee less 40% administration fee. Riders who competed will not be entitled to any refund.
- g) All withdrawal requests MUST be in writing to the Race Secretary

## **7. CLASS OF COMPETITION:**

### **JUNIOR CLASSES OF COMPETITION**

- \*\* **J4 – E1 - 15 Years - Numbers -100 – 199**  
151cc to 250cc Four Stroke & 86cc to 200cc Two Stroke  
(must have licence endorsed for capacity being ridden)
- \*\* **J3 – E1 - 13-14 Years - Numbers -100 – 199**  
151cc to 250cc Four Stroke & 86cc to 200cc Two Stroke  
(must have licence endorsed for capacity being ridden)
- \*\* **J2 – 12 - 15 Years – 85cc - Numbers - 200 – 299**  
Two Stroke up to 85cc & Four Stroke 91cc to 150cc
- \*\* **J1 – 9 – 11 Years – 85cc – Numbers - 500 - 599**  
Two Stroke up to 85cc & Four Stroke 91cc to 150cc
- \*\* **JG – Junior Open Division (15years & under) – Numbers – 700 – 799**  
Two Stroke up to 85cc & Four Stroke 91cc to 150cc & 151cc to 250cc Four Stroke & 86cc to 200cc Two Stroke
- \*\* **JM – 9 – Under 12years – Numbers – 600 – 699 \*\*\* This class not at Rd 5 & Rd 6 \*\*\***  
65cc 2 stroke Mini wheels and up to 90cc 4-stroke standard wheel  
( Riders must be over 9years of age as at 1<sup>st</sup> January in the year of racing)

### **SENIOR CLASSES OF COMPETITION**

- \*\* **Pro Class – all ages – all capacities** - NB: Numbers - 1- 99
- \*\* **EJ – 16-18 years – Riders aged between 16 – 18 years – all capacities**  
NB: Numbers either - 11 – 99 or 300 – 399
- \*\* **Expert – all ages – all capacities** - NB: Numbers - 300 – 399
- \*\* **Veterans Class – All Powers – Riders over 35 years** - NB: Numbers - 800 – 899
- \*\* **Women Class – All Powers** - NB: Numbers – 700 – 799
- \*\* **Masters Class – All Powers – Riders over 45 years** - NB: Numbers – 900 -999
- \*\* **Legends Class – All Powers – Riders over 50 year** - NB: Numbers – 900 – 999 or Letters – e.g. : GB , E
- \*\* **Sportsman up 250cc Class** - NB: Numbers – 400 – 499  
not available to Pro or Expert riders as graded by NSW Enduro Committee
- \*\* **Sportsman over 251cc Class** -\_NB: Numbers – 400 – 499  
not available to Pro or Expert riders as graded by NSW Enduro Committee

#### **Age Requirement:**

JUNIORS & SENIORS: the age of all riders will be determined by the age the rider is at the 1<sup>st</sup> January in the year of racing

## **8. AWARDS AND PRIZEMONEY:**

- 8.1 A trophy will be awarded to the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> placed rider in each class per event.
- 8.2 Presentation of event awards will be made as soon as possible at the close of competition
- 8.3 Attendance at presentation forms part of your contract to ride, upon entry
- 8.4 Riders not attending Presentation will not be entitled to any awards
- 8.5 Championships Awards shall be made at the end of year presentation. **For all Championship classes; 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place getters will be awarded a State Championship Medallion.** The NSW Enduro Committee will recognize **all** classes with an award at the NSW Enduro Presentation. (A rider must enter 75% rounded down) of the total number of eligible Championship rounds to qualify for the Championship.
- 8.6 Championship Points: Scoring will be as per current GCR's. Championship points will be accumulated Overall Rounds that attain minimum number of entries for that class, with a minimum number of 4 rounds for each class to constitute a championship class. Except JM Class see 8.7
- 8.7 **JM Class** – Championship points will be accumulated over all rounds that attain minimum number of entries for that class, with a minimum number of 2 rounds to constitute a championship class.
- 8.8 Championship points will be electronic by MA Licence.

## **9. ENTRIES TO CONSTITUTE A CLASS:**

- For all Championship classes, the number of entries received at the closing date will determine if the number is sufficient to constitute a championship. If there are insufficient numbers, that class will not be run as a championship for that round / event.
- 9.1 Ten (10) entries will be required to constitute all senior classes except Women's Class  
Eight (8) entries will be required to constitute all junior classes except Girls and JM  
Six (6) entries will be required to constitute Women's / Girls and JM Classes  
Minimum numbers based on a minimum of 4 rounds to constitute a championship class, except JM class which will be based on a minimum of 2 rounds to constitute a championship class.
- 9.2 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.
- 9.3 **JM Class & J1 Class may be combined if insufficient entries are received in either or both classes**

## **10. RACE FORMAT:**

**Round 1: Stadium Enduro X**  
**Round 3: Sprint**  
**Round 5: Enduro**  
**Round 7: Stadium Enduro X**  
**Round 9: Rally Sprint**  
**Round 11: Enduro**

**Round 2: Stadium Enduro X**  
**Round 4: Sprint**  
**Round 6: Enduro**  
**Round 8: Stadium Enduro X**  
**Round 10: Rally Sprint**  
**Round 12: Enduro**

- 10.1 **The Sprint** is held along the lines of an Enduro special test. Riders complete as many heats of the course as decided by the promoter (aiming for a minimum of 4 ). The number of heats is to be confirmed by the promoter no later than the end of the third heat. Times will be cumulative. In the end, the rider with the least elapsed time for the class will be the winner. Timing will be done with transponders (manual backup may be used where deemed necessary by the Clerk of Course) to be considered a finisher, **riders must start all heats** and complete a minimum of 2/3rds of the total heats of the winning rider. If a rider DNF's a heat they shall be awarded a time of no less than 50% slower than the slowest rider in their class for that heat.
- All riders will be escorted on one sighting lap prior to their 1<sup>st</sup> race. No riders may enter the course without permission of the Clerk of Course after racing has started.
- \*\*\* The sighting lap is not compulsory – it is the rider's responsibility to enter the sighting lap within 3 minutes of the sighting lap starting or entry to sighting lap may be denied \*\*\***

10.2 **The Cross Country** will be approximately 8 - 25 kms in length as measured by the Clerk of Course.

All riders will ride for a determined minimum time – Riding times for each class will be notified to Rider in the final instructions. Riders may be notified of the remaining laps, at the Clerk of Course discretion. The chequered flag will be presented to the lead rider. There will be a mandatory fuel stop for all junior riders (all junior rider must take on fuel at some stage during the race.) In order for a rider to be classed as a finisher they must:

a ) complete 50% of the total number of laps of the winning rider or have continuity of racing as determine by the Clerk of Course and b) cross the finish line after the lead rider.

Penalties will be issued by the Clerk of Course to any rider who a) leaves the course; b) receives fuel anywhere, except in the designated fuel control area; c) junior riders who do not have mandatory fuel stop. All riders will be escorted on one sighting lap prior to their race. Riders may walk the course on the day prior to the event, at a time notified in the final instruction. No riders may enter the course without the permission of the Clerk of Course after racing has started.

**\*\*\* The sighting lap is not compulsory – it is the rider’s responsibility to enter the sighting lap within 3 minutes of the sighting lap starting or entry to sighting lap may be denied \*\*\***

10.3 **The Enduro** will be held in accordance with GCR regulations. Time Schedules will be issued at the event. All **Juniors** MUST always carry their time card with them.

**Round 5 & Round 6: Senior Riders, except EJ 16-18yrs class will require road motorcycle licence, Registration OR unregistered vehicle permit, headlight, tail light & brake light**

EJ 16-18yrs class and all Junior Classes will be wholly on private property, therefore no leadlight or tail /brake light are required.

10.4 **The Rally Sprint** Riders will complete a trail circuit which will contain 1 to 3 Special Test (Sprint) sections within the loop (ie. similar to an Enduro, but with no specified trail times and no time cards). The **ENTIRE** trail circuit is compulsory. Riders must NOT leave the trail loop until it has been completed in its entirety. Any rider leaving or not completing the trail section will be deemed to be DNF for that heat. Riders may not receive outside assistance on the course, but can receive any outside assistance in the Fuel Control area.

10.5 The Clerk of Course may alter, with permission of the Steward, racing format should safety or environmental conditions warrant such change. Riders shall be notified at a rider briefing or via noticeboard of any changes

10.5 Championship classes will take precedence over non-championship classes

10.6 No riding other than in the event is permitted

10.7 Results will remain “Provisional” until ratified and confirmed by Motorcycling NSW

## **11. MACHINES AND RIDERS:**

11.1 All machines entered must comply with the current GCR’s for for Enduro and reliability trials and the Series Regulations. All motorcycles MUST be fitted with a **removable fuel cap (i.e. no fast fuelers)**

11.2 All rounds. EXCEPT Rounds 5 & 6 (Dungog) do not require headlight, taillight or brake light.

**Rounds 5 & 6:** All Senior competitors (except EJ 16-18yrs class) are required to hold a current Drivers Licence of a class suitable for use of motorcycles on public roads. All motorcycles must be roadworthy and hold a current registration or an appropriate RMS “unregistered vehicle permit” for riding on public roads within New South Wales. Proof of registration must be presented at sign on and scrutineering. **A number plate is NOT proof of registration.** Off road permits and rec rego permits issued by other states will not be accepted. Unregistered vehicle permits can be obtained by competitors from Service NSW (RMS) or purchased with entry at a cost of \$45, it is the rider’s responsibility to ensure they have the correct vin and engine number on their entry.

11.3 Multiple entry of the one machine in the same class of competition is not permitted (except 11.5)

11.4 Each rider may have scrutineered a 2<sup>nd</sup> motorcycle – 2<sup>nd</sup> motorcycle must be scrutineered during the allotted scrutineering time (i.e. with 1<sup>st</sup> bike) \*\*\* NB 2<sup>nd</sup> motorcycle may be used according to 11.5, 11.6 & 11.7

11.5 **CROSS COUNTRY ONLY: Change of bike rule:** A rider may only change bikes prior to the beginning of racing Permission of the Clerk of Course for mechanical faults only and must remain within the capacity of the class entered. The motorcycle must be scrutineered. A change of bike form **must** be completed and handed to the Clerk of Course or Race Secretary prior to the start of racing.

11.6 **SPRINT & RALLY SPRINT FORMAT ONLY: Change of bike rule:** At any time during the event, either permission of the Clerk of Course, a rider may either ride the 2<sup>nd</sup> bike they scrutineered or borrow a bike from another rider which has been entered in and scrutineered for the event (bike must be of the same class capacity – even if same

- class). A change of bike form must be completed and handed to the Clerk of Course or Race Secretary 5 minutes prior (a form must be submitted for every bike change) Racing shall not be delayed in this instance
- 11.7 **ENDURO FORMAT ONLY: Change of Bike Rule:** A rider may only change motorcycles prior to the start of each round.
- 11.8 Noise &/or Fuel Testing may be carried out at any time during this meeting.

## **12. RIDING NUMBERS:**

### **RIDING NUMBERS MUST BE WITHIN THE SEQUENCE OF THE CLASS ENTERED (SEE 7 – CLASSES)**

- 12.1 Competitors will be allocated their Motorcycling NSW Registered Riding Number. Riders who do not have a registered number need to request a preferred riding number on their entry – the Race Secretary will notify and rider whose preferred number clashed with a registered number at the event
- 12.2 All number plates **and numbers** on all machines MUST comply with the current GCR's  
ANY BIKE THAT DOES NOT HAVE THEIR NUMBER CLEARLY DISPLAYED ON ALL 3 NUMBER PLATES WILL BE ABLE TO PURCHASE NUMBERS FOR \$25.00 – Electrical tape and /or texta will not be permitted – Any refusals will deny rider entry without refund

## **13. GRID POSITIONS:**

**Sprint Format:** Starting will be in a seeded combined class order with individuals starting approximately 15 – 30 seconds apart. Start positions in the first heat after a cross country will be based on the fastest lap time of the cross-country round. Start positions in the first heat of rounds where a cross country round. Start positions in the first heat of rounds where a cross country has not preceded will be based on the that rounds/ events previous cumulative/ heat times (fastest first)

**Cross Country Format:** Starting will be combined class order with each grid starting one minute apart. The Clerk of the Course reserves the right to seed riders into the start order for the purpose of safety.

**Enduro Format:** Starting will be in seeded combined class order with individuals starting 2-3 minute as determined by the Clerk of Course. Start positions will be determined by the Clerk of Course.

\*\* The Clerk of Course reserves the right to seed any riders at any time before or during the event. \*\*

## **14. RIDERS BRIEFING:**

One rider briefing per event shall be held, unless otherwise notified by the Clerk of Course

A horn will sound as a 4 minute to start signal for riders briefing

All competitors **MUST** attend the riders briefing. At sign -on a rider's briefing attendance sheet must be signed by the competitor (& parent or guardian) as declaration of attendance.

Rider's Briefing is a NON-Smoking Area

Competitors under the age 18 years must be accompanied by a parent / guardian.

## **15. 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.

For the purposes of Drug and Alcohol testing, the commencement of the meeting will be deemed to be 7.00am Saturday and Sunday with the competition of the meeting for the participant being when all racing is completed.

## **16. CODE OF CONDUCT:**

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

Riders are reminded that they are responsible for their support persons at all times.

## **17. TIMETABLE:**

The Timetable will be detained in the final instructions

Track Availability: Will be notified to riders in the final instructions.

## **18. CIRCUIT DESCRIPTION:**

All courses comprise part natural terrain grass track circuit (or similar) and part of the surrounding bushland. The course shall be clearly marked with “gates”, arrows and tape. The total course length will be 1 lap.

Riders must stay on the “intent of the course “at all times. A rider should not reply on bunting to follow the course. Shortcutting the course will not be allowed and doing so may result in exclusion from the event.

**Sprint format:** (Approx. 8km) 1 heat – 1 lap

**Cross Country format:** Approx. 8km – 25km as measured by Clerk of Course

**Enduro format:** As per GCR’s with a minimum of one Cross test and one Enduro test (9 pre-ridden) per event. Juniors will pre-ride all tests

## **19. STARTS:**

**Sprint / Rally Sprint Format:** Riders will be self – starting at 15-30 second intervals (as determined by the Clerk of Course) marked on a clock. There shall be no countdown other than this to the start time. Riders must cross the start line within 5 seconds or the starter will manually start the rider. Tailgating of the start line will incur a penalty as determined by the Clerk of Course.

**Cross Country Format:** Riders will start in a mass grid with combined classes starting 1 minute apart. Riders will be started by flag with no countdown. Riders will start on the bike dead engine. Riders may have both hands on the handle bars to start.

Riders will be given one-minute warm up followed by a one-minute shutdown as notification of one minute to start.

**Enduro Format:** Riders will start dead engine, 2-3 riders per minute.

**\*\*\* The Clerk of Course may combine any cross-country races with the permission of the Steward \*\*\***

## **20. RACING: (also see 10 – Race Format)**

- 20.1 Racing will be started at the scheduled time – unless otherwise directed by the Clerk of Course – please check final instructions
- 20.2 Support persons / mechanics must not enter the racing area, including the start area unless authorized to do so, by the Clerk of Course for the purpose of:
  - a) Pushing a competitor’s machine, except Enduro; or
  - b) Attending to the accident, damaged machine of the relevant competitor; or
  - c) Junior Competitors may receive any parts or tools anywhere on the course.

## **21. NOISE:**

All machines must comply with the requirements of the 2019 GCR’s

Noise testing may be carried out at any time

The Clerk of Course or Noise Control Officials (Noise Tester) may refer any bike for noise testing

No Bike will be permitted onto the track if it exceeds noise limits. Racing will not be delayed for any rider who must affect repair for noise control prior to re-entering the track. I.e.: there will be no “make up” heats or compensation allowances.

## **22. REFUELLING:**

All refueling is to be carried out in the designated refueling area. No refueling outside this area. Riders **must dismount** prior to refueling. Engine must be turned off during refueling. Enviro Mats must always be used whilst refueling.

All motorcycles must be fitted with a removable cap (no fast fueler caps)

## **23. ENVIRONMENT:**

**As per 2019 GCR’s Environmental Mats must measure 1m x 1.6m** and are required to be used by all riders, Support persons and service crews. Mats must be used when replenishing all oils and fluids – e.g. engine oils, gearbox oil, fuel, coolant and chain oil.

The use of plastic, cardboard or non – rubber backed carpet will not be acceptable. Mats will be available at a cost of \$15.00 each.

Tear offs and tear off covers will NOT be permitted

NO rubbish whatsoever is allowed to be left on the ground at any time during the event. All rubbish must be



disposed of in the bins provided. If bins are full, rubbish must be taken from the event by the rider and / or their service crew.

**WASHING OF MOTORCYCLES** – Subject to council restrictions – Each promoter may allocate a place and time for motorcycles to be washed down at each event. Service Crews must supply their own water. Motorcycles must not be washed outside the allocated areas / time or on surrounding roads. Riders will receive information at riders briefing or in the Final Instructions.

## 24. GST

Income is exempted from tax under subdivision 50A of the income Tax Assessment ACT 1997 and therefore the Promoter does not need to quote an ABN and you do not need to withhold tax. For the purpose of GST, the Entry form will become the Tax Invoice.

## 25. CAMPING REGULATIONS

- 1) Directions issued by the camping officials MUST be adhered to by all persons
- 2) Between the hours of 7am & 4pm Saturday and 7am & 2pm Sunday there is to be NO pushbikes, NO smoking (there will be a designated smoking area) NO alcohol and NO open footwear ( i.e. closed shoes must be worn).
- 3) There is a 7pm curfew on all persons under the age of 18. After 7pm all persons under the age 18 MUST always be in the company of their parent or legal guardian
- 4) There is 9pm noise. No noise what so ever after 9pm, including but not limited to generators, bikes and loud voices.
- 5) All campers are to report any problems to the camping official. Photo and Video evidence would be appreciated.
- 6) Any person found to be breaching the camping regulations shall be evicted from the camp site, refused camping at all other venues and may have a penalty imposed up to exclusion. Adult riders are reminded they are responsible for their family and service persons.
- 7) Open fires in the camp area will be restricted and will be advised, to suit weather conditions, on the day or in the Final Instructions.

## 26. GENERAL PENALTIES

Summary	C of C	1st Offence	2nd Offence
Failure to attend compulsory briefing	X	NO RIDE	
Dangerous or reckless speed in Fuel Control - Sprint Format	X	5 minutes	Exclusion
Dangerous or reckless speed in Fuel Control - Cross Country Format	X	5 minutes	Exclusion
Service Crews servicing in non-allowed areas, except enduro	X	5 minutes	Exclusion
Failure to use Enviro Mat when refueling	X	5 minutes	Exclusion
Leaving the course and gaining an advantage	X	30 mins plus time of slowest rider in class	Exclusion
Failure to dismount prior to refueling	X	5 minutes	Exclusion
Use of tear-offs -	X	30 minutes	Exclusion

## 27. SPECIAL NOTES AND WARNINGS:

- 27.1 **PRESENTATION:** Will be held Sunday after each events racing. Persons not attending presentation will not be entitled to any awards.
- 27.2 **ENVIROMATS:** As per 2019 GCR's Environmental Mats must measure 1m x 1.6m
- 27.3 EACH RIDER MUST SUPPLY A MINIMUM 1KG POWDER FIRE EXTINGUISHER AT THEIR REFUELLING AREA
- 27.4 Fuel Testing may take place at any time during this event
- 27.5 Local Charities will be operating canteens at each venue with plenty hot and cold food and drinks  
Please support this local organization who have been kind enough
- 27.6 **ACCOMODATION:** Accommodation is available in each local township. Further information will be provided In Final Instructions for each event.
- 27.7 **CAMPING:** Camping is a privilege – camping regulations as set out in section 26 must be adhered to – Camping fee will be notified on the online entry form. There is no water – Toilets will be provided.
- 27.8 ALL INJURIES MUST BE REPORTED TO THE CLERK OF COURSE
- 27.9 Dogs (other than registered Guide Dogs) are NOT permitted.
- 27.10 **NO PUSHBIKES ALLOWED** in any areas between 7am – 4pm Saturday and 7am – 2pm Sunday
- 27.11 SPECTATORS ARE ALLOWED IN FENCED / BUNTED AREA ONLY
- 27.12 NO ENQUIRES / PHONE CALLS AFTER 8.30PM

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.

# PARTICIPANT DECLARATION

## CONTRACT TO PARTICIPATE IN THE 2019 NSW Off Road Championship

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

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

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

### 2. DEFINITIONS In this declaration:

- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, 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

1) MA, my SCB and the Maitland District MCC, Dungog MCC, Oyster Bay MCC, Kyogle MCC & TBA, 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/](http://www.ma.org.au/).

### 11. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation if 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 if 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 Maitland District MCC, Dungog MCC, Oyster Bay MCC, Kyogle MCC & TBA, and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to Maitland District MCC, Dungog MCC, Oyster Bay MCC, Kyogle MCC & TBA, using my name, image, likeness and my performance in the Event, at any time, by any form of media, to promote Maitland District MCC, Dungog MCC, Oyster Bay MCC, Kyogle MCC & TBA, or the Event.

### SCHEDULE 1:

- 2) Federation Internationale de Motocyclisme
- 3) Motorcycling Australia Ltd
- 4) Motorcycling NSW
- 5) Maitland District MCC, Dungog MCC, Oyster Bay MCC, Kyogle MCC & TBA
- 6) <Add Track Hirer Here>
- 7) All Land owners – Permissions held
- 8) Yamaha Motor Australia
- 9) All medical persons in attendance
- 10) <Add Other Here
- 11) All other persons involved in the organization, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 12) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

23<sup>rd</sup> & 24<sup>th</sup> February, 23<sup>rd</sup> & 24<sup>th</sup> March, 6<sup>th</sup> & 7<sup>th</sup> April, 25<sup>th</sup> May, 20<sup>th</sup> & 21<sup>st</sup> July, 24<sup>th</sup> & 25<sup>th</sup> August

### SCHEDULE 3:

Bob Robinson Park, Nowra Motoplex, Dungog Showground, Dusodie MVRG, Karoona 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**

**CONTRACT TO PARTICIPATE IN THE <ADD EVENT NAME HERE>**  
**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/W/E being the parents or guardians of the person named beside (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
- a) I/W/E have read the whole of this document and understand it;
  - b) I/W/E consent to the entrant participating in the Event; AND
  - c) I/W/E are aware of the risks, dangers and obligations set out in Clause 3 above;
  - d) I/W/E 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/W/E 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)
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