



## SUPPLEMENTARY REGULATIONS

MEETING NAME:

VENUE:

DATE:

HAPPY VALLEY SPRINGS OPEN MX

LOT 139 BELLS LINE OF ROAD  
CLARENCE NSW 2790

SUNDAY 13<sup>TH</sup> OCTOBER 2019

PROMOTER:

MA TRACK LICENCE No.

MA PERMIT No.

LOWER MOUNTAINS

22770,22772-D

1/19/O/24461

RACE SECRETARY:

ADDRESS:

CONTACT NO.

MAREE KIRBY

PO BOX 95 BUDGEWOI NSW2262  
mareek28@htmail.com

0419116085

CLERK OF THE COURSES:

SCRUTINEERS:

STEWARD:

TBA

ANTHONY CORBY  
JEFF MACKIN

DERREK POOLE

### 1. **ANNOUNCEMENT:**

The Lower Mountains Motorcycle Club, hereafter called the PROMOTER will conduct Happy Valley Springs Open MX for National Junior & Senior Motocross Riders at the Happy Valley Springs Lot 139 Bells Line Of Road Clarence NSW 2790, on Sunday 13<sup>th</sup> October 2019

### 2. **JURISDICTION:**

- 2.1. The above-mentioned OPEN meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number 1/19/O/24461 and is open to holders of current Motorcycling Australia National Competition Licences.
- 2.2. 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 Monday 5<sup>th</sup> 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 BY RIDERNET 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 Paramedical Staff will be in attendance from 8am until the completion of the last event

#### **6. ENTRY FEE:**

6.1 Seniors \$70.00 Juniors \$50.00 Additional Class/Classes \$15.00 Nippers \$35.00

6.2 Payment to be made RIDERNET only.

6.3 Please include a correct email address for confirmation of entry and any final instructions. WILL ALSO BE ON CLUB WEBSITE & FACEBOOK PAGE

#### **7. CLASSES OF COMPETITION:**

##### JUNIORS

4-U/9 YEARS NIPPERS/ DIVISION ONE 50CC DEMONSTRATION CLASS

7-U/9 YEARS DIVISION TWO 50CC

7-9 YEARS 65CC

10-U/12 YEARS 65CC

9-U/12 YEARS 85CC 2ST/150CC 4ST STANDARD WHEEL

10/12-U/16 YEARS 85CC2ST/150CC4ST STANDARD AND BIGWHEEL

13-U/16 YEARS JUNIOR LITES 125CC/250CC

##### SENIORS

PRO LITES (UPTO 250CC2ST/250CC4ST)

PRO OPEN (OVER 251CC2ST/255CC4ST)

C GRADE LITES (UPTO 250CC2ST/250CC4ST)

C GRADE OPEN (OVER 251CC2ST/255CC4ST)

SENIORS WOMENS

OVER 30 YEARS

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

ALL CLASSES WILL RECEIVE AWARDS FOR 1<sup>ST</sup>, 2<sup>ND</sup>, 3<sup>RD</sup>, 4<sup>TH</sup>, 5<sup>TH</sup> PLACE

4-U/9 YEARS NIPPERS/ DIVISION ONE 50CC DEMONSTRATION CLASS WILL RECEIVE PRATICIPATION AWARD OF SAME EQUAL VALUE.

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

**9.1 For all Championship classes, the number of entries received at the closing date will determine if the number is sufficient to constitute a championship. The closing date for entries will not be extended and if there are insufficient numbers, that class will not be run as a championship.**

10.1 To constitute a class, the number of contestants entered and competing in each class shall be 10 JUNIORS AND 8 SENIORS FOR EACH CLASS OF COMPETITION

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.

## 10. **RACE FORMAT:**

11.1 ALL CLASSES WILL RUN 3LAP PRACTICE AND RACING WILL 4 LAPS WITH 3 ROUNDS

11.2 4-U/9 NIPPERS/DIVISION ONE 50CC DEMONSTRATION CLASS WILL RIDE OF JUNIOR TRACK MINIMUM OF 4 ROUNDS

11.3 **Series:** Scoring will be as per GCR's. i.e. 35 points will be allocated to the overall 1<sup>st</sup> place at the end of each meeting, 32 pts for 2<sup>nd</sup> place, 30 pts for 3<sup>rd</sup> place, 28 points for 4<sup>th</sup> place, 26 points for 5<sup>th</sup> place, etc, to be accumulated over the 3 ROUNDS OF RACING, with the maximum possible being 105 points achieved per class for the series.

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

11.5 If the meeting is a Championship, all championship classes will take precedence over support classes.

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

12.1 All machines entered must comply with the current GCR's for MOTOCROSS competition.

12.2 Multiple entry of the one machine in the same class of competition is not permitted.

12.3 CHANGE OF MACHINE IS ALLOWED DURING COMPETITION AT THE DISCRETION OF CLERK OF COURSE THIS WILL BE REQUIRED IN WRITING ON CHANGE OF BIKE FORM FROM RACE SECRETARY 10 MINUTES PRIOR TO YOUR NEXT RACE

12.4 NOISE AND/OR FUEL TESTING MAY BE CARRIED OUT AT ANY TIME DURING THE MEETING

## 12. **RIDING NUMBERS:**

12.1 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 LOWER MOUNTAINS MOTORCYCLE CLUB discretion.

12.2 All number plates on all machines MUST comply with the GCR's.

## 13. **GRID POSITIONS:**

Grid positions will be allocated by peg draw i.e Peg #1 Gate #1 Peg#2 Gate#2 etc for all 3 rounds

## 14. **RIDERS BRIEFING:**

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

## 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.

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

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

## 17. **TIMETABLE:**

**Gates Open:** 6.00am

**Sign On & Scrutineering:** 6.30am to 7.30am

**Riders Briefing:** 7.45am

**Start of Practice:** 8.00am

**Start of Racing:** COMMENCES immediately after conclusion of practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6.00am with the completion of the meeting for the participant being at the completion of racing.

## 18. **CIRCUIT DESCRIPTION:**

Man-made obstacles Natural Terrain Track. Approximately 1600 metres in length in anti-clockwise direction

4-u/9 Nippers/ Division One 50cc Man-made obstacles natural Terrain approximately 333 metres in anti-clockwise direction

**19. STARTS:**

Starts will be backward falling self penalising gates with number not exceed 30 competitors. MX Procedure- A 15 second Board will be displayed to all riders. At the end of the 15 seconds a 5 second board will be displayed. After a full 5 second but not exceeding 10 seconds the gates will drop.

4-u/9 Nippers/ Division One 50cc will leave start one after the other

**20. RACING:**

Practice- All Competitors will be given 1 x 3 lap practice. Each Class will run 3 rounds of 4 lap races

4-U/9 NIPPERS/DIVISION ONE 50CC DEMONSTRATION CLASS WILL RIDE OF JUNIOR TRACK MINIMUM OF 4 ROUNDS

**21. NOISE:**

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

**22. PAYG WITHHOLDING TAX:**

The Pay As You Go Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 47% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize moneys paid to you.

**23. SPECIAL NOTES AND WARNINGS:**

- |       |   |   |
|-------|---|---|
| 24.1  | Presentations                                   | Presentation will be held after the completion of the last race of the day  |
| 24.2  | Facilities:                                     | Toilets and Full Canteen will be in operation all day   |
| 24.3  | Camping   | Available on Saturday night only \$10.00 per camp site  |
| 24.4  | Flag Marshalling                                | Flag Marshalling will be pre drawn and displayed at Sign on. Failure to comply will result<br>UNABLE TO RACE IN THE EVENT   |
| 24.5  | Injuries:                                       | All injuries <u>MUST</u> be reported to the Clerk of the Course   |
| 24.7  | Pit Area:                                       | No riding of machines is allowed in the pit area, any breach may result in exclusion of the corresponding competitor from the meeting. Only rider and mechanic are allowed in the pit area. Pushbikes and scooters are not allowed in the pit area. ENCLOSED FOOTWEAR MUST BE WORN AT ALL TIMES.  |
| 24.8  | Car Park:                                       | Riding of machines in the car park is not permitted. All bikes must be walked out from the pit area to the car park.  |
| 24.9  | Animals:  | Animals are not permitted within the confines of the complex unless they are being used to alleviate a person's disability. Anyone found to have brought an animal onto the premises will be asked to leave.  |
| 24.10 | Score Tower:                                    | The score tower is off limits to all persons. Exemptions will be made to officials of the meeting.  |
| 24.11 | Electronic Communications & Social Media Policy | All competitors, officials and parents are reminded of MA's electronic communication and social media policy found at <a href="http://www.ma.org.au">www.ma.org.au</a> which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons. |
| 25.12 | FINAL INSTRUCTIONS:                             | WILL BE POSTED ON LOWER MOUNTAINS MOTORCYCLE CLUB WEBSITE AND FACE BOOK PAGE  |

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.

# LOWER MOUNTAINS MOTORCYCLE CLUB

WILL CONDUCT

## HAPPY VALLEY SPRINGS OPEN MX

ON

SUNDAY 13<sup>TH</sup> OCTOBER 2019



### ENTRY FORM

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

CLASSE	MACHINE	CAPACITY	AGE
4-U/9 YEARS NIPPERS/ DIVISION ONE 50CC			
7-U/9 YEARS DIVISION TWO 50CC			
7-9 YEARS 65CC			
10-U/12 YEARS 65CC			
9-U/12YEARS 85CC 2ST/150CC 4ST STANDARD			
0/12-U/16 YEARS 85CC2ST/150CC4ST			
13-U/16 YEARS JUNIOR LITES 125CC/250CC			
PRO LITES (UPTO 250CC2ST/250CC4ST)			
PRO OPEN (OVER 251CC2ST/255CC4ST)			
C GRADE LITES (UPTO 250CC2ST/250CC4ST)			
CGRADE OPEN (OVER 251CC2ST/255CC4ST)			
SENIORS WOMENS			
OVER 30 YEARS			

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

**ENTRY FEES:**

**TOTAL PAYABLE = \$** \_\_\_\_\_

**POST ENTRY TO:** RACE SECRETARY: EMAIL [mareek28@hotmail.com](mailto:mareek28@hotmail.com)

_____	_____	_____
RIDERS NAME	SIGNATURE	DATE
_____	_____	_____
PARENT / GUARDIAN	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 **HAPPY VALLEY SPRINGS OPEN MX**

**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:
- "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;
  - "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 Activity" 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.

### 3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I 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.

### 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:

- 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 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 statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 8. MEDICAL

I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.

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

### 10. PRIVACY

MA, my SCB and the **LOWER MOUNTAINS** 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 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 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;

- 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 a participant 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.

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

### SCHEDULE 1:

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW
- LOWER MOUNTAINS
- EMERGENCY AUSTRALIA

6. 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

7. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

SUNDAY 13<sup>th</sup> OCTOBER 2019 FROM 6AM TO 7PM

### SCHEDULE 3: HAPPY VALLEY SPRINGS CLARENCESW 2790

**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:**

- 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 HAPPY VALLEY SPRINGS OPEN MX**

**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 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.

**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 LOWER MOUNTAINS CLUB MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by LOWER MOUNTAINS 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 LOWER MOUNTAINS by contacting RACE SECRETARY at LOWER MOUNTAINS CLUB or MOTORCYCLING NSW at PO BOX 9172 Harris Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

**PERSONAL HEALTH INFORMATION**

11. I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:
  - a) I ACKNOWLEDGE that:
    - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
    - ii) MA and my SCB wish to collect my information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
    - iii) It is reasonable for MA and my SCB to collect, store, use and disclose my information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
  - b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
    - i) may collect and store any of my information, including obtain my information from third parties including my Carers;
    - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
    - iii) may disclose my information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
  - c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**POLICIES AND REGULATIONS**

12. I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
13. All participants are bound by the MA anti-doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

**EXECUTION**

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

**THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

15. I/WE being the parents or guardians of the person named beside (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
  - a) I/We have read the whole of this document and understand it;
  - b) I/We consent to the entrant participating in the Event; AND
  - c) I/We are aware of the risks, dangers and obligations set out in Clause 3 above;
  - d) I/We acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.
16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

**SCHEDULE 1**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) LOWER MOUNTAINS
- 5) EMERGENCY AUSTRALIA
- 6) 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
- 7) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

SUNDAY 13<sup>TH</sup> OCTOBER 2019 6AM TO 7PM

SCHEDULE HAPPY VALLESPPRINGS CLARENCE NSW 2790-

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