



COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
STADIUM MOTOCROSS
ON SATURDAY 21ST JANUARY 2012



SUPPLEMENTARY REGULATIONS

MEETING NAME

STADIUM MOTOCROSS

VENUE

COFFS HARBOUR SHOWGROUND
PACIFIC HIGHWAY
COFFS HARBOUR

DATE

SATURDAY 21ST JANUARY 2012

PROMOTER

COFFS HARBOUR MOTORCYCLE CLUB

MA TRACK LICENCE No.

T.B.A

MA PERMIT No.

12/31000

RACE SECRETARY

DONNA CRAIG

ADDRESS

PO BOX 6264
COFFS HARBOUR NSW 2450

CONTACT No.

DONNA CRAIG 0418242358
stadiumxquiries@gmail.com

CLERK OF THE COURSE

KEITH RAMSAY

SCRUTINEER

DAVID FORBES

STEWARD

BRUCE RANKIN

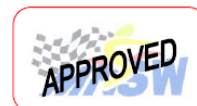
1. **ANNOUNCEMENT:**

The *Coffs Harbour Motorcycle Club*, hereafter called the PROMOTER will conduct *Coffs Harbour Stadium Motocross* for *Junior and Senior riders with a NATIONAL COMPETITION LICENCE* at the *Coffs Harbour Showground*, on Saturday 21st January 2012

2. **JURISDICTION:**

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 12/31000 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 MNSW and any Final Instructions.
- 2.3. Electronic Timing will be used for this meeting, this incurs a hire fee of \$20 per bike. As security for return of the transponder, licences will be collected at sign on and returned at the conclusion of the event on return of the transponder.
In the case of any rider riding two bikes, they can choose to pay for two transponders or choose to pay for one transponder, with the responsibility lying with them for the transfer of the transponder for each bike prior to their race.
See section 24.2 for replacement cost
- 2.4. **Age Requirements:**
 1. **Junior Rider** will be determined by the age of the rider as at the 1st January 2012.
 2. **U19's riders** will be determined by the age of the rider as at 1st January 2012.
 3. **Senior Riders** will be determined by the age of the rider at the commencement of the meeting ie: 21st January 2012
- 2.5. **Log Book:** Each Junior rider is to present their log book at sign on. Log Books not collected at the conclusion of the meeting will be sent back to MNSW.

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



3. ENTRIES:

- 3.1 Entries open forthwith and close last mail 14th January 2012
- 3.2 In the case of postponement or abandonment of the meeting, 50% of the entry fee will be retained by the Promoter, if such retention is approved by MNSW.
- 3.3 Only entries received on the official Entry Form that are accompanied by the correct fee will be accepted.
- 3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED WITH A LATE FEE OF \$20 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:

Coffs Harbour Motorcycle Club Senior Advance First Aid/Resuscitation Officer Andrew Fowler

6. EARLY BIRD ENTRY-RECEIVED BEFORE THE 21st DECEMBER ENTRY FEE:

- | | | | |
|-----|------------|-------------------------------------|------------------|
| 6.1 | Demos \$35 | Juniors \$75 + \$20 transponder fee | Extra class \$30 |
| | | Seniors \$95 + \$20 transponder fee | Extra class \$40 |

ENTRY-RECEIVED AFTER 21st DECEMBER

- | | | |
|------------|--------------------------------------|------------------|
| Demos \$45 | Juniors \$100 + \$20 transponder fee | Extra class \$40 |
| | Seniors \$120 + \$20 transponder fee | Extra class \$50 |

Please Note one transponder per rider responsibility lies with the rider to change this transponder over if riding 2 bikes.

Refer to rule 2.3 in regards to transponder hire.

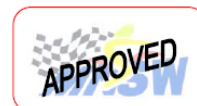
- 6.2 Payment by Cash, Cheque or Money Order only. **ANY FEES FOR DISHONoured CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
- 6.3 Cheques and Money Orders are to be made payable to the **Coffs Harbour Motorcycle Club.**
- 6.4 A STAMP SELF ADDRESSED ENVELOPE MUST BE INCLUDED TO ENSURE FINAL INSTRUCTIONS AND GATE PASSES
- 6.5 Final Instructions and riders lists will be posted on the website on Wednesday 18th January 2012. Please refer to the website for further information www.coffsharbourmotorcycleclub.com.
- 6.6 **REFUND POLICY**
Refunds will only be given to those who notify the appropriate race secretary, by means of email or SMS, (refer below Point 24 for details) no later than Wednesday 18th January 2012, LESS a \$20 administration cost, unless a medical certificate is supplied.

7. ENTRY PASSES:

Each entrant will receive a pass for the rider and mechanic. **Two extra passes can be purchased for \$10 each, but only available when paid for and requested at time of entering.**

8. CLASSES OF COMPETITION:

- 50cc Div 1 Demo 4-U9Years
- 50cc Div 2 Auto 7-U9Years
- 65cc 7-9Years
- 65cc 10-12Years
- 85cc2st/150cc4st 9-11Years(Standard Wheel)
- 85cc2st/150cc4st 12-15Years(Standard/Big Wheel) GIRLS CLASS ONLY
- 85cc2st/150cc4st 12-13Years(Standard Wheel/Big Wheel)
- 85cc2st/150cc4st 14-15Years(Standard Wheel/Big Wheel)
- 100-150c2st/200-250cc4st 13-14Years
- 100-150c2st/200-250cc4st 15Years
- Ladies All Powers (All Grades)
- U19's (Up to 250cc2st and 250cc4st) (16-U19Years-age as at 1/1/12) All Grades



Over 35's (All Grades All Powers)
C Grade Lites (Up to 250cc2st and 250cc4st)
C Grade Opens (250cc2st and over/255cc4st and over)
B Grade Lites (Up to 250cc2st and 250cc4st)
B Grade Opens (250cc2st and over/255cc4st and over)
A Grade Lites (Up to 250cc2st and 250cc4st)
A Grade Opens (250cc2st and over/255cc4st and over)

Please note a 250cc2st can only be ridden in one class

Shoot Out-Time permitting (Riders for this event will be selected on the night by the scoring committee and notified at the end of Round 1 of racing)

9. AWARDS AND PRIZEMONEY:

50cc Demos all entrants in this class will receive a trophy
All Junior classes will receive trophies for 1st, 2nd, 3rd

Ladies All Powers, Over 35's, U19's and C Grade classes
1st \$150, 2nd \$100, 3rd \$50

B Grade classes
1st \$200, 2nd \$125, 3rd \$95

A Grade classes
1st \$2000, 2nd \$1000, 3rd \$500

Pro Shoot Out race prize is an undisclosed amount.

10. ENTRIES TO CONSTITUTE A CLASS:

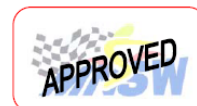
- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be *12 riders or 6 in the Ladies All Powers, with a maximum of 24 riders, unless there are sufficient entries to run heats.*
- 10.2 *In the case of full grids the decision to run heats or reallocate classes will be decided prior to the event.*
- 10.3 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to MNSW approval.

11. RACE FORMAT:

- 11.1 *Practice for all classes will be 5minutes*
Racing for Demos will be 3 sessions of 5minutes, Junior classes 50cc Div 2 to 85cc2st/150cc4st will be 2LEGS(4laps)+1LEG(5laps), Juniors 100-150cc2st/250cc4st, Ladies All Powers, Over 35's, U19's, C Grade and B Grade 2LEGS(5laps)+1LEG(7laps) and A Grade classes 2LEGS(7laps)+1LEG(12laps)
- 11.2 Scoring will be as per GCR's. ie 25 points for 1st place, 22 pts for 2nd place, 20 pts for 3rd place, 18 points for 4th place, 16 points for 5th place, etc, to be accumulated over the THREE rounds.
In the case of heats, they will be pre-drawn and notified at sign on. There will be 2 rounds of qualifying, with the 24 riders progressing to a final (1) race which will then determine the placing. Gate pick for the finals race will be determined by the placing at the conclusion of qualifying.
WITH THE EXCEPTION for A Grade Lites and A Grade Opens, in the case of heats, they will be pre-drawn and notified at sign on. There will be 2 rounds of qualifying, with the top 22 riders progressing straight to a final, the remaining top 24 riders will go into a last chance qualifier of 1 leg(5laps) (peg draw for gates), with the top 2 riders progressing to the final. Gate pick for the finals race will be determined by the placing at the conclusion of qualifying and last chance qualifier. Results will remain "Provisional" until ratified and confirmed by MNSW.
- 11.3 Time permitting, there will be a Shoot Out race with 12 riders being selected at the end of Round 1 of racing.

12. MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCR's for Motocross Competition.
- 12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3 *Change of machine will be at the discretion of the Clerk of the Course and must be notified in writing to the Clerk of the Course at least 10 minutes before the next race.*
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.
- 12.5 Back riding numbers must be worn by all riders and will be checked at scrutineering.



13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the *Coffs Harbour Motorcycle Club's* discretion.
- 13.2 Those riders entering with a MNSW registered rider number will be given precedence over any interstate registered rider number.
- 13.3 BACK NUMBERS MUST BE WORN BY ALL RIDERS.
- 13.4 All Number Plates on all Machines MUST comply with the GCR's.

14. GRID POSITIONS:

All grid positions will be determined by a peg draw at the beginning of each race. In the case of heats, grid positions for the finals will be determined by placing at the end of qualifying.

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement of practice and it is compulsory that ALL Competitors MUST attend.

16. DRUG AND OR ALCOHOL TESTING:

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

17. CODE OF CONDUCT:

All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

18. TIMETABLE:

GATES OPEN 7.00am
SIGN ON AND SCRUTINEERING FOR JUNIORS 8.00am concludes 9.30am
RIDERS BRIEFING FOR JUNIORS 9.45am
PRACTICE FOR JUNIORS 10.00am
SIGN ON FOR SENIORS 12.30pm concludes 1.45pm
RIDERS BRIEFING 2.00pm
PRACTICE FOR SENIORS WILL BE BETWEEN ROUND 2 AND 3 OF THE JUNIOR RACING AROUND 2.30pm
PRESENTATION FOR JUNIORS AT THE CONCLUSION OF ROUND 2 OF SENIOR RACING
SHOOT OUT
NIGHT RACING FOR SENIORS ONLY 7.30PM

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be **8.00am and 12.30pm** with the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

Man-made Motocross style track, loam soil, lap length TBA. Direction of racing anti clockwise.

20. STARTS:

Starts will be by backward falling self penalising gates.

MX/SX PROCEDURE – A 15 Second Board will be displayed to all riders. At the end of 15 seconds a 5 second board will be displayed. After a full 5 seconds, but not exceeding 10 seconds, the gates will drop.

21. RACING:

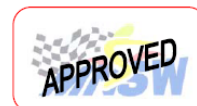
Practice for all classes will be 5 minutes, with the first lap under FULL YELLOW FLAG, NO PASSING OR JUMPING.

Racing refer to Point 11 Race Format.

22. NOISE:

All machines must comply with the requirements of the GCR's and the Track Licence.

ALL RACING TO CONCLUDE AT 10.00pm



23. GST:

The Goods and Services 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 48.5% 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 money is paid to you.

24. SPECIAL NOTES AND WARNINGS:

PRESENTATION:	<i>There will be a presentation of the Junior Trophies at the conclusion of Round 2 of Senior racing. Certificates for seniors will be presented at the conclusion of racing, with Prize money being sent when points have been ratified by MNSW.</i>
FACILITIES:	<i>Canteen, toilets, showers and camping(See 24.1)</i>
EXTRA TICKETS:	<i>2 @ \$10 each to be purchased and paid for at time of entering ONLY</i>
ADMISSION CHARGES:	<i>Adults \$20 Children 5-15Years \$10 Family (2A3C) \$60Children under 5Years FREE</i>
ONSITE PARKING	<i>Gold Coin Donation</i>

24.1 **CAMPING IS PERMITTED AT THE COST OF \$35 PER VEHICLE** (this is a fee charged by the Showground Trust itself) **AND NEEDS TO BE BOOKED AND PAID FOR PRIOR TO THE EVENT. FOR FURTHER DETAILS**

PLEASE EMAIL DONNA ON stadiumxcamping@gmail.com

PLEASE NOTE THAT ENTRY FOR CAMPING WILL NOT BE PERMITTED AFTER 10pm ON THE FRIDAY NIGHT.

24.2 **COST OF REPLACING A LOST OR STOLEN TRANSPONDER IS \$655 PLUS POSTAGE AND INSURANCE**

24.3 **REFUND POLICY** will only apply if an email or SMS is received by Wednesday 18th January 2012, less a \$20 administration fee unless a medical certificate is supplied.

Email to stadiumxinquiries@gmail.com or SMS to 0418242358



**MOTORCYCLING AUSTRALIA LIMITED (“MA”)
DEED OF APPOINTMENT OF TEMPORARY GUARDIAN**

1. I/We _____ of _____ are the parent(s) or legal guardian(s) of _____ (“Minor”). The Minor wishes to enter _____ (“Event”) conducted by the parties in Schedule 1 below (“Organisers”). I/we consent to the Minor’s entry and participation in the Event.
2. I/We appoint and authorise _____ (“Guardian”) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.
3. I/We 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 predicability;
 - (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/We 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/our 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/We 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/We 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/We declare that the Minor is medically and physically fit and able to participate in the Event.
7. I/We 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/We 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.

SIGNED and DELIVERED by: _____)
 _____)
 in the presence of: _____)

.....

.....
Witness

Schedule 1: FIM, MA, [relevant SCB], [relevant promoter], [relevant land controller], [relevant sponsor(s)]





COFFS HARBOUR MOTORCYCLE CLUB
WILL CONDUCT
2012 STADIUM MOTOCROSS
ON SATURDAY 21ST JANUARY 2012
ENTRY FORM



Entrant/Sponsor: MA Lic. No: MA Lic. Expiry Date

Rider's Surname: Rider's First Name:

MA Lic. No: MA Lic. Expiry Date:

Address:

Post Code: Club: Grade:

Date of Birth @ 1/1/2012: Registered Competition No: If not Registered Preferred Number:

Telephone: (Home) (Work) (Mobile)

EMAIL (please write clearly)

ENTRY FEE PLEASE REFER TO SUPPLEMENTARY REGULATIONS 6.1

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>	<i>ENTRY FEE</i>
50CC AUTO DIV 1 4-U9YEARS DEMO				
50CC AUTO DIV 2 7-U9YEARS				
65CC 7-9YEARS				
65CC 10-12YEARS				
85CC2ST/150CC4ST 9-11YEARS (STD WHEEL)				
85CC2ST/150CC4ST 12-15YEARS(STD/BIG WHEEL)(GIRLS CLASS)				
85CC2ST/150CC4ST 12-13YEARS(STD/BIG WHEEL)				
85CC2ST/150CC4ST 14-15YEARS(STD/BIG WHEEL)				
100- 150CC2ST/250CC4ST 13-14YEARS				
100- 150CC2ST/250CC4ST 15YEARS				
UNDER19's(UP TO 250C2ST AND 250CC4ST) (ALL GRADES)				
LADIES ALL POWERS (ALL GRADES)				
OVER 35's (ALL GRADES/ALL POWERS)				
C GRADE LITES(UP TO 250C2ST AND 250CC4ST)				
C GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
B GRADE LITES(UP TO 250C2ST AND 250CC4ST)				
B GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				
A GRADE LITES(UP TO 250C2ST AND 250CC4ST)				
A GRADE OPENS(250CC2ST AND OVER/255CC4ST AND OVER)				

ENTRY FEES: **TOTAL PAYABLE = \$.....**

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

POST ENTRY TO: RACE SECRETARY CHMCC C/- DONNA CRAIG
 PO BOX 6264 COFFS HARBOUR NSW 2450

 RIDERS NAME SIGNATURE DATE

 PARENT / GUARDIAN NAME SIGNATURE DATE

PLEASE TICK ONE

I AM A PROFESSIONAL RIDER AND MY ABN IS: _____
 MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE COFFS HARBOUR STADIUM MOTOCROSS

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.

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.

PRIVACY

10. I hereby consent to the collection of my personal information by the **COFFS HARBOUR MOTORCYCLE CLUB** MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **COFFS HARBOUR MOTORCYCLE CLUB**, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by **COFFS HARBOUR MOTORCYCLE CLUB** by contacting **COFFS HARBOUR MOTORCYCLE CLUB** at PHIL HAWTHORNE DRIVE (PO Box 1354) COFFS HARBOUR NSW 2450 or MNSW 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 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): X.....

SIGNATURE: X..... **DATE:**

PASSENGER (PRINT): X.....

SIGNATURE: X..... **DATE:**

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/W/E X 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/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,

PARENT/GUARDIAN: X

SIGNATURE: X **DATE:**

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Coffs Harbour Motorcycle Club
- 5) Coffs Harbour Showground
- 6) Coffs Harbour Showground Trust
- 7) <Add Sponsor Here>
- 8) Senior Advance First Aid/Resuscitation Officers from Coffs Harbour Motorcycle Club-Andrew Fowler
- 9) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Coffs Harbour Stadium Motocross
 Saturday 21st January 2012 7.00am

SCHEDULE 3:

Coffs Harbour Showground
 123 Pacific Highway Coffs Harbour NSW 2450



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE Coffs Harbour Stadium Motocross

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:
- "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 Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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.

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:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - that I participate in the meeting at my sole risk and responsibility;
 - that I accept the Venue as it stands with all or any defects hidden or exposed;
 - that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
 - I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under 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.

PRIVACY

10. I hereby consent to the collection of my personal information by the **Coffs Harbour Stadium Motocross Here**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of

my personal information by **Coffs Harbour Motorcycle Club** and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by **Coffs Harbour Motorcycle Club** by contacting **Coffs Harbour Motorcycle Club** at **Phil Hawthorne Drive (PO Box 1354) Coffs Harbour NSW 2450** or MNSW 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:

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

POLICIES AND REGULATIONS

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

EXECUTION

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:**

- I/we have read the whole of this document and understand it;
 - I/we consent to the entrant participating in the Event; AND
 - I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
 - I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.
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

- Federation Internationals de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Coffs Harbour Motorcycle Club
- Coffs Harbour Showground
- Coffs Harbour Showground Trust
- <Add Sponsor Here>
- Senior Advance First Aid Officers
- <Add Other Here>
- All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Coffs Harbour Stadium Motocross
 Saturday 21st January 2012 7.00am

SCHEDULE 3:

Coffs Harbour Showground
 123 Pacific Highway Coffs Harbour NSW 2450

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