

24<sup>th</sup> February 2017



**Lower Mountain Motorcycle Club  
2017 NSW TRIAL CHAMPIONSHIPS**

to be held at

**Pacific Park, South Maroota NSW 2756**

**SUNDAY 2nd April 2017**

**SUPPLEMENTARY REGULATIONS**

**MEETING NAME:**

2017 NSW Trial Championships

**VENUE:**

274 Pacific Park Rd, South Maroota  
NSW 27561

**DATE:**

SUNDAY 2nd April 2017

**ALL ENTRIES TO BE SENT TO:**

2 Warrigal St Jannali NSW 2226

**PROMOTER:**

Lower Mountains MCC

**MA PERMIT No:**

TBA

**EVENT OFFICIALS:**

RACE SECRETARY

BOB McGLINCHY

CLERK OF THE COURSE

DEENA O'CONNOR

STEWARD

TBA

SCRUTINEER

MARTIN O'CONNOR

**1. ANNOUNCEMENT:**

Lower Mountains Motorcycle Club, hereafter called the PROMOTER, will conduct a One Day National Trial for solo competitors at Pacific Park, 274 Pacific Park Rd, South Maroota NSW 2756 on **SUNDAY 2nd April 2017**

**2. JURISDICTION:**

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number TBA and is open to holders of current Motorcycling Australia National, and Restricted 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 **must be received by Wednesday 29<sup>th</sup> March 2017. If your entry may be late please call Kevin on 0401 431629 or email kevin\_zarczynski@hotmail.com to confirm you are entering, and ensure your name is placed on the score sheets before the day.**
- 3.2. In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by Motorcycling NSW.
- 3.3. Only entries received on the official entry form that is accompanied by the correct fee will be accepted.
- 3.4. Any rider who pays their entry fee on the day **will** be required to pay \$150 per rider unless prior arrangements have been made as per 3.1.
- 3.5. 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:

- 5.1 St Johns or equivalent will be in attendance for the entire meeting.

## 6. ENTRY FEE:

- 6.1 \$90-Senior, \$45 -Junior, \$130 – Family (1 senior and up to 3 Juniors ALL living at the same address), \$45–Minder, Junior non-competition \$25
- 6.2 Payment by EFT only, Any problems with EFT please call Kevin to make alternate arrangements
- 6.3 EFT payable to Lower Mountains MCC, to bank account:  
Commonwealth Bank,  
BSB 062 147  
Account 10282931  
Name Kevin Paul Zarczynski. Reference is Trial.  
Any problems with EFT please call Kevin to make alternate arrangements.
- 6.4 **Any Fees Will Be The Responsibility Of The Entrant.**

## 7. ENTRY PASSES:

N/A

## 8. GRADES OF COMPETITION:

- 8.1 The event will have sections set for the following rider grades, and appropriate grade lines:
- Expert** (Green Rider Name Plate, green section splits)
- A** (Red Rider Name Plate, red section splits)
- B** (Yellow Rider Name Plate, yellow section splits)
- C** (Blue Rider Name Plate, blue section splits)
- Clubman** (White Rider name plate, white section splits)
- Junior non competitive**  
(White Rider Name Plate, no section splits)
- 8.2 **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.**
- 8.3 Riders will automatically be included in any class for which they are eligible without having to enter a special class on the day.

**Open Solo:** Those competitors, riding on a Senior Licence and who are graded in Expert and A grade, and choose to compete in those grades will be awarded points in the NSW Open Championship as follows: - best placed Experts will be awarded points in the NSW Open Championship followed by best placed A Graders etc. – Nameplate colour, as grade entered.

**Open Junior:** Those competitors, riding on a Junior Licence and who are graded in A, B, C or Clubman grade and choose to compete in those grades will be awarded points in the NSW Junior Championship as follows: - best placed Junior in the highest grade a Junior is competing in will be awarded first place points in the Junior Championship etc. – Nameplate colour, as grade entered

**Open Women**  
Those Women riders who are graded in A, B C or Clubman grade and choose to compete in those grades will be awarded points, in the NSW Women's Championship, as follows: - best placed Woman in the highest grade a woman is competing in will be awarded first place points in the NSW Women's Championship etc. – Nameplate colour, as grade entered

**Junior 7 to Under 13**  
Those competitors riding on a Junior Licence and who are graded in A, B, C or Clubman grade and choose to compete in those grades will be awarded points in the NSW Junior



Championship as follows: - best placed Junior in the highest grade a Junior is competing in will be awarded first place points in the Junior Championship etc. – Nameplate colour, as grade entered

Contested over the B Grade lines for riders who are under 21 years on the day.

**Youth**

**One class, Over 40:** Contested over C Grade (Blue Name Plate) lines for riders who are over 40 on the day.

**Veteran**

Contested over the B Grade lines for riders who are 35 years or older on the day.

**Masters:**

Contested over the Clubman lines

**Classic:**

Contested over the C grade lines

**Post Classic :**

**9. AWARDS AND PRIZE MONEY:**

- 9.1 All grades of competition will be awarded - 1st, 2nd, 3rd place awards.  
In addition: All riders eligible for classes listed under 8.2 will be allocated points for their respective NSW Championship class. Special awards will be given for Best Veteran over 50 years, and Best Veteran over 60 years.

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

- 10.1 **For all Championship classes, the number of entries received at the closing date will determine if the number is sufficient to constitute a championship. The closing date for entries will not be extended and if there are insufficient numbers, that class will not be run as a championship.**
- 10.2 To constitute a class for Motorcycling NSW championship points to be awarded, the number of contestants entered and competing in each class shall be ten (10) for open solo, Masters, Youth, Veterans, Post Classic, and eight (8) for open junior, junior 7-12, Classic and women.
- 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, will be at the discretion of the Promoter, subject to Motorcycling NSW approval. All section lines will be offered regardless of entry numbers, i.e. Expert, A, B, C, Clubman, Junior Non Competitive.

**11. COMPETITION FORMAT:**

- 11.1 The number of sections and laps will be advised on each day.
- 11.2 Clubman will ride anywhere within section boundaries and/or may be restricted further.
- 11.3 Expert, A, B, C, and Veteran riders will be further restricted.
- 11.4 Scoring will be as per GCR 20.12.3.2 –Trial.
- 11.5 There will be a 90 second time limit applied for all competitors per section.

**12. MACHINES AND RIDERS:**

- 12.1 All machines entered must comply with the current GCR's for TRIAL Competition.
- 12.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 12.3 A competitor may finish the trial on a machine other than their own, provided they have first obtained the approval of the MA Steward.

**13. RIDING NUMBERS:**

- 13.1 All nameplates on machines MUST comply with the GCR rules pertaining to Trials machines. Headlights are not acceptable.

**14. GRID POSITIONS:**

N/A

**15. RIDERS BRIEFING:**

- 15.1 A riders briefing shall be held prior to the commencement of the Trial on the day.
- 15.2 ALL competitors and minders MUST attend the riders briefing.
- 15.3 Riders briefing sign on sheets may be used, and must be signed after the riders briefing by the competitor and minder as proof of attendance.

**16. DRUGS AND OR ALCOHOL TESTING:**

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

**17. CODE OF CONDUCT:**

- 17.1 All competitors, officials and parents are reminded of the Motorcycling Australia - CODE OF CONDUCT which is a guide to appropriate behaviour at all motorcycle competition meetings. This CODE OF CONDUCT applies to this meeting and shall be enforced.

**18. TIMETABLE:**

- 18.1 Competitors to present their motorcycle to the Scrutineer by 9.30am on Sunday when machines will be impounded until the start at 10am.
- 18.2 Competitors must present their competition license (and log book for juniors) to the Race Secretary to confirm their entry before the rider's briefing.
- 18.3 While entries received on the day will incur a penalty as noted in 3.4 of these Supplementary Regulations, all riders and minder entries must be received and processed before the rider's briefing. Riders and minders entries will NOT be accepted after this time.
- 18.4 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed as 8am on each day. The completion of the meeting for the Official, Observer, Rider, Minder and support crew is at the completion of the meeting.

**19. CIRCUIT DESCRIPTION:**

- 19.1 See Points 11, 15 and 18. Circuit, laps and sections will be advised at the riders briefing each day of competition

**20. STARTS:**

N/A

**21. RACING:**

N/A

**22. NOISE and FUEL:**

- 22.1 All machines must comply with the requirements of the GCR's.

**23. PAYG WITHOUT HOLDING:**

The Pay As You Go Tax affects the payment of prize money. There will be no prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 47% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize moneys paid to you.

#### 24. SPECIAL NOTES AND WARNINGS:

- 24.1 The event will not be breaking for lunch, so please ensure that you take this into account so as not to miss your time.
- 24.2 No bikes to be ridden in the event area during the event other than by competitors and officials.
- 24.3 With the exception of Guide Dogs, no animals are permitted.
- 24.4 Any change of entry details on the morning of the Trial will be subject to a \$20 Fee.
- 24.5 Riders will attempt the sections in sequential order, with start section for each grade to be advised on the day.
- 24.6 No competitors are allowed to enter the sections before the start of the event.
- 24.7 The event area of the venue will not be open for practice of riding preceding the event.
- 24.8 On site camping is available in the camping area separate to the trial area. For local accommodation please google "accommodation South Maroota NSW"
- 24.9 The Pacific Park shop offers a range of foods and drinks, as well as fuel, and will be taking lunch orders before the riders briefing which will be delivered to the start/finish area at mid-day. Food is also available after the event at the Pacific Park shop. Showers and amenities blocks are available.





**Lower Mountain Motorcycle Club**

**2017 NSW TRIAL CHAMPIONSHIPS**

**Pacific Park, South Maroota NSW 2756**

**SUNDAY 2nd April 2017 MA PERMIT No \*\*\*\*\***

ENTRY FORM Page 1 of 2

**A SEPARATE ENTRY FORM MUST BE FILLED OUT BY RIDER AND MINDER**

**First Name**

**Family Name**

**Address**

**Postcode**

**Email Address**

**Telephone No.**

**MA License No.**

**MA License Expiry Date**

**Club**

**Machine**

**Date of Birth:** (Veterans - Masters – juniors - youth)

**Championship Class:** (Please tick one box if you know you fit one of the classes)

Open Solo  Women  Post Classic  Open Junior  Vet  Youth  Junior 7-12  Masters  Classic

**Minder- Please add:**

**Rider's First Name**

**Rider's Family Name**

**Grade:** (Please tick the one grade you will ride on the day)

A  B  C  Expert  Clubman  Junior Non Comp

I / we enclose Entry Fee of \$  payable to: Lower Mountains MCC, EFT to Commonwealth Bank account, BSB 062 147, Account 10282931, Name Kevin Paul Zarczynski, reference is Trial

Post Entries to: **Lower Mountains MCC 2 Warrigal St Jannali NSW 2226**

***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.***

Riders (Passengers, Minders) Name

Riders (Passengers, Minders) Signature

Parent / Guardian (if under 18)

Parent / Guardian Signature

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 2017 Trials Championships

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

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

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

### 2. DEFINITIONS

- In this declaration:
- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
  - b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - c) "MA" means Motorcycling Australia Limited;
  - d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
  - e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

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

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
  - i) that I may be injured, physically or mentally, and may be killed;
  - ii) that my machinery or equipment may be damaged, lost or destroyed;
  - iii) that competitors may ride dangerously or with a lack of skill;
  - iv) that track or event conditions may be hazardous and may vary without warning or predictability;
  - v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
  - vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### 4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

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

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross

negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

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

### 5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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

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

6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.

7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 8. MEDICAL

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

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

### 10. PRIVACY

I hereby consent to the collection of my personal information by the LOWER MOUNTAIN MOTORCYCLE CLUB MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by LOWER MOUNTAIN 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 LOWER MOUNTAIN MOTORCYCLE CLUB by contacting LOWER MOUNTAIN MOTORCYCLE CLUB at LOWER MOUNTAIN MOTORCYCLE CLUB or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

### 11. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below.

a) I ACKNOWLEDGE that:

- i) If I am injured, become ill or die at or following the Event the party listed at item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of

MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and

iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).

b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:

- i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
- ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
- iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.

c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

### 12. POLICIES AND REGULATIONS

I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.

13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

### 13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by LOWER MOUNTAIN MOTORCYCLE CLUB 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 MOUNTAIN MOTORCYCLE CLUB using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote LOWER MOUNTAIN MOTORCYCLE CLUB or the Event.

### SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW
- 4) LOWER MOUNTAIN MOTORCYCLE CLUB
- 5) <Add Track Hirer Here>
- 6) LOWER MOUNTAIN MOTORCYCLE CLUB
- 7) <Add Sponsor Here>
- 8) St Johns Ambulance
- 9) <Add Other Here>

10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event

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

### SCHEDULE 2:

2nd April 2017

### SCHEDULE 3:

Lower Mountain Motorcycle Club

**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.

**SIGN  
HERE**

NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PASSENGER (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### 15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE \_\_\_\_\_ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

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

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

PARENT/GUARDIAN: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PASSENGER'S PARENT/GUARDIAN: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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:
- the Minor may be injured, physically or mentally, and may be killed;
  - the Minor's machinery or equipment may be damaged, lost or destroyed;
  - other competitors may ride dangerously or with lack of skill;
  - track or event conditions may be hazardous and may vary without warning or predictability;
  - 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;
  - any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;
  - there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
  - 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:
- that the Minor participates in the race meeting at my sole risk and responsibility;
  - that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
  - that I indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. I release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.
6. I declare that the Minor is medically and physically fit and able to participate in the Event.
7. I authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
8. I authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

**Executed as a Deed:**

SIGNED by: \_\_\_\_\_  
[print name of parent or legal guardian] in the presence of: \_\_\_\_\_ [signature of parent or legal guardian]

\_\_\_\_\_  
[print witness name] \_\_\_\_\_  
Date

\_\_\_\_\_  
[signature of witness] \_\_\_\_\_  
SIGNED by: \_\_\_\_\_ [signature of the Guardian]  
[print name of Guardian]

in the presence of: \_\_\_\_\_  
\_\_\_\_\_  
[print witness name] \_\_\_\_\_  
Date:

\_\_\_\_\_  
[signature of witness] \_\_\_\_\_

**Schedule 1**

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