

## SUPPLEMENTARY REGULATIONS

The Motorcycle Sportsmen of Qld Inc. will conduct

# ***THE 2011***

## ***SOUTHERN DOWNS ROAD RACE SERIES***

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2011 SOUTHERN DOWNS ROAD RACE SERIES	MORGAN PARK WARWICK	RD 3. 9-10 JULY 2011.
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
THE MOTORCYCLE SPORTSMEN OF QLD INC.	MA 10-627	RD 3. 40124
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No's</u>
RACHELLE HOUTERMAN MANAGER@MOTORCYCLESPOETSMEN.COM.AU	PO Box 201 ALBION QLD 4010	PHONE : 07 3262 6677 FAX: 07 3862 4975
<u>CLERK OF THE COURSE</u>	<u>STEWARD</u>	
TOM WILLIAMS/SHERALYN MCGLINCHY	TERRY WELLSTEED	

1. **ANNOUNCEMENT:** Motorcycle Sportsmen of Qld Inc., hereafter called the CLUB will conduct the 2011 Southern Downs Road Race Series for road racing solos and sidecars at MORGAN PARK RACEWAY, WARWICK Round 3. 9-10<sup>th</sup> July 2011. This will be an interclub series that current financial members of *The Motorcycle Sportsmen of Qld, Road Race Association of Townsville and Qld Early Motorcycle Sports Club* shall be eligible to compete. All **Senior and Junior** racing will be in a clockwise direction using the **FULL CIRCUIT**.
  
2. **JURISDICTION:**  
 The abovementioned meeting has been authorised by Motorcycling Queensland who has issued the Motorcycling Australia Permit Number as above and is open to holders of current Motorcycling Australia Club or National Junior or Senior Licences. Junior 125GP Competitors with a suitably endorsed licence are also permitted to compete. **ONE MEETING LICENCES** will be issued at these events. **Junior competitors must produce their Motorcycling Australia Log Book before being eligible to compete.** Competitors with comparable licenses from another FIM who have obtained written clearance and provide verification of personal FIM insurance to a standard accepted by Motorcycling Australia are also eligible to compete.
  - 2.1. The meeting is to be held in accordance with the current 2011 Manual of Motorcycle Sport (MOM's) as issued by Motorcycling Australia, these Supplementary Regulations, the By-Laws of MQ and any Final Instructions approved by Motorcycling Queensland.  
**BY ENTERING THIS MEETING, ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**
  - 2.2. Authority to use the course has been granted by the Warwick & District Sporting Car Club Inc. and the Southern Downs Regional Council.
  
3. **ENTRIES:**
  - 3.1. **Entries open forthwith and close last mail**  
**RD 3 – FRIDAY 1<sup>ST</sup> JULY 2011**
  - 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 Club, if such retention is approved by Motorcycling Queensland.
  - 3.3. Only entries received on the attached **OFFICIAL ENTRY FORM** and accompanied by the correct entry fee will be accepted.
  - 3.4. **NOTE:- LATE ENTRIES WILL ONLY BE ACCEPTED UP TILL WEDNESDAY 6<sup>TH</sup> OF JULY AND MUST BE ACCOMPANIED BY A \$50 LATE ENTRY FEE.** THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE CLUB.
  - 3.5. **WITHDRAWING FROM MEETINGS MUST BE MADE BY SUBMITTING A WRITTEN REFUND REQUEST 7 DAYS PRIOR TO THE EVENT TO THE CLUB. THIS MUST RECEIVE A CONFIRMATION OF RECEIPT FROM THE CLUB BEFORE IT IS ACCEPTED. WITHDRAWALS WITHIN 7DAYS PRIOR TO THE EVENT MUST BE ACCOMPANIED BY A MEDICAL CERTIFICATE.**
  
4. **INSURANCE:**
  - 4.1. National Personal Accident Insurance Scheme provides for basis cover with regard to death and permanent disability. Refer to the 2011 Manual of Motorcycle Sport for details.
  - 4.2. Ambulance insurance is compulsory for all competitors.
  - 4.3. It is strongly recommended that competitors give due consideration to taking out Personal Accident Insurance or Weekly Benefits Insurance.
  
5. **MEDICAL SERVICES :** Queensland Ambulance Service will be onsite from the commencement of any on track activity until fifteen minutes after the last event.

## 6. ENTRY:

- 6.1. Entry fees are \$230.00 for the first class and \$25.00 per class thereafter.
- 6.2. **ALL COMPETITORS MUST PURCHASE THEIR OWN TRANSPONDER BRACKET FOR \$10 FROM THE TIMEKEEPERS.**
- 6.3. Payment by **Cheque, Money Order, Visa, Mastercard or cash only. Credit Card transactions will incur a 3.3% fee**
- 6.4. Any fees for dishonored cheques will be the responsibility of the competitor entering the event.
- 6.5. ALL cheques and Money Orders are to be made payable to **THE MOTORCYCLE SPORTSMEN OF QLD.**
- 6.6. Competitor Entry Lists, Final Instructions and any other information relevant to the meeting will be posted on [www.motorcyclesportsmen.com.au](http://www.motorcyclesportsmen.com.au) on the Sunday night one week prior to the each meeting.
- 6.7. **FAX ENTRY FORM (3 PAGES) TO 07 3862 4975 or EMAIL to [manager@motorcyclesportsmen.com.au](mailto:manager@motorcyclesportsmen.com.au) or POST to PO Box 201 ALBION QLD 4010.**

## 7. CLASSES OF COMPETITION:

Race	Class	Eligible Grade	Machinery
Formula 1	Formula Unlimited & Superstock 1000	A & B C & D	For Solo Machines 750cc to 1300cc
Formula 2	Supersport, Superstock 600 & 250GP	A & B C & D	600cc four cylinder four strokes as per 2011 Manual of Motorcycle Sport rules. Tyre choice is free. 250GP Machines as per 2011 Manual of Motorcycle Sport rules.
Formula 3	Clubsport Lites, 125 GP, 250 GP Mono & Supermono Formula 400	A, B, C & D	Machines 250cc 4 stroke as per Motorcycle Sportsmen rules. Supermono machines, 125 GP Machines/250GP Mono Machines. Multi-Cylinder Machines 251-400cc
Motos		A, B, C & D	Supermoto machines as per 2011 Manual of Motorcycle Sport rules 24.2, 24.3, 24.4 and 24.5. NOTE: Motos will only compete on SUNDAY (Min 4 races) Moto competitors will receive a \$30 discount if they flag all day SATURDAY.
Formula 4	Post Classic Up to 500cc	A, B, C & D	Post Classic machines up to 500cc as per 2011 Manual of Motorcycle Sport rules
	Classic		Classic machines up to 1300cc as per 2011 Manual of Motorcycle Sport rules.
	Forgotten Era Up to 500cc		Forgotten Era(Period 5) machines up to 500cc as per 2011 Manual of Motorcycle Sport rules
	Lites		Up to 100cc 2 stroke and Up to 150cc 4 stroke, air cooled
	New Era Up to 500cc		New Era (Period 6) Machines as per the 2011 Manual of Motorcycle Sport Rules
Formula 5	Sidecars	A, B, C & D	Formula 1, Formula 2, Post Classic and Classic Sidecars
Formula 6	Post Classic Unlimited	A, B, C & D	Post Classic machines 526cc to 1300cc as per 2011 Manual of Motorcycle Sport rules
	Forgotten Era Unlimited		Forgotten Era machines 526cc to 1300cc as per 2011 Manual of Motorcycle Sport rules
	New Era		New Era machines Jan 1981 to Dec 1995, 526cc to 1300cc
Juniors - J4	MRRDA CLASSES	A, B, C & D	Junior under 16: for solo 80cc 2 stroke and up to 160cc 4 stroke manual gearbox machines. Competitors must be aged 13 to under 16 years. Machines must comply with 2011 Manual of Motorcycle Sport rules 15.14.
Juniors – J2/J3 NIPPERS	MRRDA CLASSES	A, B, C & D	Junior 9 to under 13 years: J2 – 50cc manual clutch and gearbox machines only. J3 – 70cc manual clutch and gearbox machines only. Machines must comply with 2011 Manual of Motorcycle Sport rules 15.14.
Challenge	Open to all solo machines		Open to SENIOR SOLO riders who may not have raced in the last five(5) years at the discretion of the Clerk of Course and the Motorcycle Sportsmen.

- 7.1. 250GP riders may be put up into Formula 1 dependent upon their speed.
- 7.2. Classes will be combined and run together dependent on entry numbers.

## 8. SPECIAL CONDITIONS - CHALLENGE CLASS ONLY

- 8.1. CHALLENGE Class is open to Senior Riders on Solo Machines.
- 8.2. CHALLENGE Class entrants MAY NOT CROSS-ENTER into any other class.
- 8.3. CHALLENGE Class events are intended as an introduction to ROAD RACING and as such you may be moved out of this class at any time at the discretion of the Clerk of Course or the Motorcycle Sportsmen of Qld.
  - 8.3.1. Timed Practice will be held for all Challenge entries Saturday morning. Each group will be given two (2) timed sessions.
  - 8.3.2. Each competitor's fastest time will then be used to group riders into Divisions.
  - 8.3.3. Each Division will be made up of Eight (8) riders. For example, if you qualify 13th fastest you will be in Division 2.
  - 8.3.4. You will only be competing against the other seven (7) riders in your group.
- 8.4. Riders who fail to record a qualifying time may be seeded in any position on the grid at the discretion of the Clerk of Course, with agreement from the club.
- 8.5. Riders who have not raced previously should attend the either the Coaching Day or the Track Day prior to the meeting so they can be accessed as competent to race. The Clerk of Course and the Club reserve the right to deny any riders' entry on the basis of their ability on the track.
- 8.6. **MACHINE REQUIREMENTS – CHALLENGE ENTRANTS ONLY (PLEASE CONTACT THE CLUB FOR ASSISTANCE, RULES ARE AVAILABLE AT [HTTP://WWW.MA.ORG.AU/FILEADMIN/USER\\_UPLOAD/DOCUMENTS/MOMS/2011\\_MOMS\\_FOLDER/15\\_ROAD\\_RACING.PDF](http://www.ma.org.au/fileadmin/user_upload/documents/MOMS/2011_MOMS_FOLDER/15_ROAD_RACING.PDF)**
  - 8.6.1. Brake Caliper bolts to be lockwired or taped/fastened in the tightened position
  - 8.6.2. Remove Glycol/Coolant from Radiator – only water allowed (again easy for street bikes to remove, save in a container and place back into bike after event.)
  - 8.6.3. Sump plugs, caps and filters, which, if removed, permit the discharge of any lubricating, cooling or hydraulic fluids must be

- lock-wired, taped or secured in the fastened position.
- 8.6.4. Catch trays and Engine Protection must be fitted as per the 2011 Manual of Motorcycle Sport.
- 8.6.5. Mirrors must be removed, lights, glass, indicators to be removed.
- 8.6.6. No gear racks, sacks or panniers. Number/registration plates to be removed.
- 8.6.7. Your Riding Number is to be placed on the front fairing, and both sides of the rear tail fairing. These can be made using contact so they can be removed easily after the event.

## 9. AWARDS & PRIZEMONEY

- 9.1. For the awarding of prizes or trophies, where there is only one(1) entry in a class, no trophy or points will be awarded. Where there are three(3) or less entries in a class a trophy/medallion will be awarded for first place only, points will be awarded to all three entries.

## 10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1. To constitute a Class, the number of contestants entered and competing in each Class shall be ten (10).
- 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 club, subject to Motorcycling Queensland approval.**

## 11. RACE FORMAT AND OFFICIAL PRACTICE:

- 11.1. Race Format will be notified in Final Instructions for each Round.

## 12. MACHINES AND RIDERS:

- 12.1. All machines entered must comply with the current MOM's for Road Racing Competition.
- 12.2. Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3. Any rider may change his/her machine prior to the start of each race provided the following points are adhered to:
  - 12.3.1. Change of machine will be permitted only if the request is submitted in writing to the Clerk of Course and with the approval of the MA Steward at least 20 minutes prior to the start of the event in which the change is required.
  - 12.3.2. No rider may change to a machine that has not been ENTERED in the meeting. There is provision on the entry form for spare machine details to be entered.
  - 12.3.3. All spare machines must be scrutineered prior to use.
- 12.4. Machines found to be emitting fluid of any description WILL be excluded. Engine breathers must be fed into a vapour trap of at least the same capacity as the engine capacity. Radiators must be filled with water. **(NO COOLANTS OR GLYCOL SUBSTANCES OF ANY DESCRIPTION ARE TO USED IN COOLING SYSTEMS)**
- 12.5. All machines must be fitted with an effective engine kill switch.
- 12.6. Any machine involved in an accident must be re-presented for machine examination prior to continuing with the days events.
- 12.7. Machine examination will take place from **7.30am on Saturday** at the track.
- 12.8. All machines are must be presented on Saturday for Scrutineering.
- 12.9. Metal valve stems or shortie rubber stems are mandatory in all tubeless tyre applications.
- 12.10. **PLEASE REFER TO THE MANUAL OF MOTORCYCLE SPORTS RULES 15.2.1.8 IN REGARD TO FLUID CATCH TRAY REQUIREMENTS. THESE RULES WILL BE ENFORCED.**
- 12.11. **Helmetts are mandatory. All persons including officials using any bike, trike or quad at an event must be wearing a properly secured helmet.**

## 13. RIDING NUMBERS:

- 13.1. Wherever possible, competitors will be allocated their Preferred Riding Number. Every effort will be made to allocate this number, however, the club reserves the right to allocate numbers at its discretion. Lists of competitors and their riding numbers will be available on the website [www.motorcyclesportsmen.com.au](http://www.motorcyclesportsmen.com.au) at least four days prior to the event.
- 13.2. All machines shall be fitted with three number plates, one on the front of the machine and one on each side of the machines towards the rear as per the 2011 Manual of Motorcycle Sport rules.

## 14. GRID POSITIONS:

- 14.1. Grid positions will be determined by lap times from official timed PRACTICE held on Saturday.
- 14.2. Grid positions will be STATIC. (This grid position will be used for all races.)
- 14.3. Spare positions on the grid will not be filled.
- 14.4. Competitors who enter late or who do not complete an event or participate in practice may be placed on the rear of the grid at the discretion of the Clerk of Course.

## 15. RIDERS BRIEFING:

- 15.1. A Riders Briefing will be held prior to the commencement of racing and ALL Competitors MUST attend the Riders Briefing. Details will be included in Final Instructions. Riders will be required to sign on at the conclusion of the briefing. Riders not present or in special circumstances not having a representative WILL be excluded from the days racing. This may also apply if the mandatory sign on at Riders Briefing is not completed. **SMOKING IS NOT PERMITTED AT RIDERS BRIEFING.**

## 16. DRUG AND OR ALCOHOL TESTING:

- 16.1. All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with the Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.
- 16.2. If any doubts exist over banned substances, it is recommended competitors telephone the Drugs in Sport Hotline on 1800 020 506. When drug testing takes place, the payment of prizemoney and the distribution of awards may be delayed at the discretion of MQ until the results of the tests are known.

## 17. CODE OF CONDUCT:

- 17.1. All Competitors, Officials and Parents are reminded of the Motorcycling Australia by-law – CODE OF CONDUCT (as stipulated in the 2011 Manual of Motorcycle Sport) which is a guide to appropriate behaviour at all motorcycle race meetings. This **CODE OF CONDUCT** applies to this meeting and will be **ENFORCED**.

## 18. TIMETABLE:

### 18.1. To be notified in Final Instructions.

- 18.2. For the purposes of drug and alcohol testing, the commencement of the meeting shall be deemed to be 7.00am Saturday with the completion of the event for participants being 30 minutes after the completion of the final event.

## 19. CIRCUIT DESCRIPTION:

- 19.1. Morgan Park Raceway is constructed of hot mix asphalt, the full circuit has a track length of 2.9km. The Motorcycling Australia Track License number is MA 10-627. **All races will be run in a clockwise direction.**

## 20. COURSE INSPECTION:

- 20.1. All competitors will have the opportunity of walking over the length of the course to be used for racing prior to practice commencing, for the purposes of familiarising themselves with the layout and condition of the course. Competitors who having walked the course, have any grievances with the condition of the course should advise the Steward or Clerk of Course immediately following their inspection.

## 21. STARTS:

- 21.1. All starts will be by light or raised flag. All starts will be by clutch. The light sequence will be RED to OFF. All competitors will start when the RED light is EXTINGUISHED.
- 21.2. A horn will sound and a 2 minute board will be displayed at the pit gates when riders are called on to start their warm/up sighting lap. After the display of the 2 minute board a horn will sound at 30 seconds, the pit gate will remain open for **30 seconds** only.
- 21.3. All riders not already on the circuit when pit gate closes will be starting from pit lane under the direction of the Clerk of Course with no sighting/warm up lap.
- 21.4. Time is of a premium at this meeting therefore any rider deliberately wasting time on the sighting lap will be dealt with by the Clerk of Course.

## 22. NOISE:

- 22.1. All machines must comply with a 102dBa static and the 2011 Manual of Motorcycle Sport rules. Machines repeatedly over 102dBa may be unable to compete until the noise is reduced to the accepted level.

## 23. SPECIAL NOTES AND WARNINGS:

- 23.1. Protests will be lodged as per the 2011 Manual of Motorcycle Sport rules.

- 23.2. There will be timing equipment utilised at this meeting.

**All Senior competitors must have a \$50 refundable deposit to be able to hire the required transmitter.**

**All Junior competitors must hand in their licences and log books in lieu of the \$50 deposit for the required transmitter.**

**ALL COMPETITORS WILL BE REQUIRED TO HAVE THEIR OWN BRACKET TO MOUNT THEIR TRANSMITTER, BRACKETS ARE AVAILABLE FROM THE TIMEKEEPERS AND ARE \$10 EACH. CASH or CHEQUE only.**

- 23.3. Fuel is not available at the track.

- 23.4. Body Piercing must be covered with tape or removed.

- 23.5. Alcohol is not permitted within the pit or paddock area. Riders concerned will be excluded from the day's events.

- 23.6. Children on wheeled devices of any type are not permitted in the pit area. These devices will be confiscated and may incur a \$50 fine.

- 23.7. Children under the age of 16 years are not permitted in pit lane at any time, unless a competitor.

- 23.8. Enclosed toe shoes must be worn in pit lane.

- 23.9. No dogs other than guide dogs are permitted within the circuit grounds at any time.

- 23.10. Power leads may **not** be plugged into the tower or carports at any time. You will be required to supply a generator. **THE NOISE LIMIT FOR GENERATORS IS 90dBa. GENERATORS WILL BE TESTED AT SCRUTINEERING. Competitors with generators exceeding 90dBa when tested within the carports, will be required to pit in the paddock area.**

- 23.11. The club recommends that all competitors have a suitable fire extinguisher.

- 23.12. Garages are available for hire by ticking the appropriate box on the entry form.

- 23.13. **Carports must be pre-booked on your entry form.**

## 24. METRAKIT SERIES:

FOR METRAKIT RIDERS PLEASE REFER TO THE METRAKIT SUPPLEMENTARY REGULATIONS AND MACHINERY GUIDELINES WHICH ARE AVAILABLE ON [www.metrakit.com.au](http://www.metrakit.com.au) or [www.motorcyclesportsmen.com.au](http://www.motorcyclesportsmen.com.au)

**Please contact Jennifer Diles on 03 9729 8911 (office) for more information on this Series**

## 25. MRRDA SERIES:

FOR MRRDA PLEASE REFER TO THE MRRDA NATIONAL SERIES SUPPLEMENTARY REGULATIONS AND MACHINERY GUIDELINES WHICH ARE AVAILABLE ON [www.mrrda.com.au](http://www.mrrda.com.au) or [www.motorcyclesportsmen.com.au](http://www.motorcyclesportsmen.com.au)

## 26. GENERAL ADMISSION PASSES:

- 26.1. No Admission passes will be required.

## 27. PRESENTATION:

- 27.1. Presentation will be held on November 26<sup>th</sup> 2011 at the Annual Presentation dinner for the Motorcycle Sportsmen..

## 28. CARPORTS:

- 28.1. **Are ONLY available by booking and paying on the official entry form.**

- 28.2. Each single UNPOWERED bay carport costs \$90 for the entire two day meeting. POWERED BAYS are \$110 for the two day meeting.





## CONTRACT TO PARTICIPATE IN THE SOUTHERN DOWNS CHALLENGE SERIES Round 3

**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.
- c) 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.
- d) 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.

**6. MEDICAL**

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

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

**7. PRIVACY**

I hereby consent to the collection of my personal information by the Promoter/Event Organiser, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Event Organiser, 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 contacting 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.

**8. 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.

**9. POLICIES AND REGULATIONS**

- a) 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.
- b) 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.

**10. RIGHT TO USE IMAGE**

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

**SCHEDULE 1:**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Queensland
- 4) Motorcycle Sportsmen
- 5) Warwick District Sporting Car Club Inc
- 6) Warwick District Sporting Car Club/Southern Downs Regional Council
- 7) <Add Sponsor Here>
- 8) Queensland Ambulance Service
- 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:**

7.00am – 9<sup>th</sup> and 10<sup>th</sup> July 2011

**SCHEDULE 3:**

Morgan Park, Warwick

SIGN HERE	<b>14. EXECUTION</b> I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.		
	NAME (PRINT): _____	SIGNATURE: _____	DATE: _____
	PASSENGER (PRINT): _____	SIGNATURE: _____	DATE: _____

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

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

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

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

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

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