



**SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB,
MACLEAN DIRT BIKE CLUB,
COFFS HARBOUR MOTORCYCLE CLUB,
HASTINGS VALLEY MOTORCYCLE CLUB,
RICHMOND RIVER MOTORCYCLE CLUB.**

WILL CONDUCT

2009 North Coast Motocross Series

ON 28 FEBRUARY/1 MARCH, 28/29 MARCH, 2/3 MAY, 16/17 MAY, 20/21 JUNE 2009

SUPPLEMENTARY REGULATIONS

MEETING NAME

VENUE

DATE

2009 NORTH COAST MOTOCROSS SERIES	ROUND 1 GNUDWOC PARK RACEWAY MVRG	RD 1 SAT 28TH FEBRUARY & SUN 1ST MARCH 2009
	ROUND 2 MACLEAN MOTORCYCLE PARK MVRG	RD 2 SAT 28TH & SUN 29TH MARCH 2009
	ROUND 3 COFFS CITY RACEWAY MVRG	RD 3 SAT 2ND & SUN 3RD MAY 2009
	ROUND 4 HASTINGS VALLEY MOTORCYCLE RACEWAY	RD 4 SAT 16TH & SUN 17TH MAY 2009
	ROUND 5 WILLOW PARK RACEWAY	RD 5 SAT 20TH & SUN 21ST JUNE 2009 RAINOUT T.B.A 2009 & SAT 4 TH & SUN 5TH JULY 2009

PROMOTER

MA TRACK LICENCE No.

MA PERMIT No.

SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB	13033, 13034, 13035D	RD 1 09/19102
MACLEAN DIRT BIKE CLUB	13405, 13406, 13407D	RD 2 09/19103
COFFS HARBOUR MOTORCYCLE CLUB	13056, 13057, 13058D, 13059D	RD 3 09/19104
HASTINGS VALLEY MOTORCYCLE CLUB	13063, 13064D, 13343	RD 4 09/19105
RICHMOND RIVER MOTORCYCLE CLUB	13353, 13354, 13355D	RD 5 09/19106

RACE SECRETARIES

ADDRESS

CLUB CONTACT NO.

RD 1 SHARON MITCHELL	PO BOX 398 MACLEAN NSW 2463	RD 1 SHARON MITCHELL 0427460464
RD 2 KATH WILLIAMS	PO BOX 475 MACLEAN NSW 2463	RD 2 JANELLE DILLON 0427450405
RD 3 DONNA CRAIG	PO BOX 6264 COFFS HARBOUR NSW 2450	RD 3 DONNA CRAIG 0418242358 AFTER 3.00PM
RD 4 GREG COLE/SUE POLLARD TO ASSIST	56 KENDALL CRESCENT BONNY HILLS 2445	RD 4 BRUCE ANDREWS 0438654994
RD 5 TRACEY SIMPSON	346 ROUS ROAD ROUS HILL NSW 2477	RD 5 RON GRAHAM 0416213056

CLERK OF THE COURSE

SCRUTINEER

SERIES STEWARD

ROUND 1 – T.B.A	ROUND 1 – MICHAEL COLLINS	BRETT WILLIAMS
ROUND 2 – KEN ROOTS	ROUND 2 – MICHAEL COLLINS	
ROUND 3 – TONY MCINTYRE	ROUND 3 – DAVID FORBES	<u>SERIES POINTS</u>
ROUND 4 – BILL ARMITAGE	ROUND 4 – DAVID BYRON	DONNA CRAIG
ROUND 5 – RON GRAHAM	ROUND 5 – DEAN MARSH	

1. ANNOUNCEMENT:

The South Grafton Ex-Services Motorcycle Club, Maclean Dirt Bike Club, Coffs Harbour Motorcycle Club, Hastings Valley Motorcycle Club and Richmond River Motorcycle Club, and hereafter called the PROMOTERS will conduct 2009 North Coast Motocross Series for Seniors Under 150cc 2 Stroke/Under 250cc 4 Stroke Club C Grade, Over 150cc 2 Stroke/Over 250cc 4 Stroke Club C Grade, Club A Grade 150cc 2 Stroke/250cc 4 Stroke, Club B Grade 150cc 2 Stroke/250cc 4 Stroke, Club A Grade Over 150cc 2 Stroke/Over 250cc 4 Stroke, Club B Grade Over 150cc 2 Stroke/Over 250cc 4 Stroke, Over 35 Years, Over 45's, Open All Powers All Grades, and Juniors 150cc 2 Stroke/250cc 4 Stroke, 85cc, 65cc and 50cc competitors at the Gnudwoc Park Raceway MVRG, Maclean Motorcycle Park MVRG, Coffs City Raceway MVRG, Hastings Valley Raceway

and Willow Park Raceway on Saturday 28th February & Sunday 1st March, Saturday 28th March and Sunday 29th March, Saturday 2nd May and Sunday 3rd May, Saturday 16th May and Sunday 17th May, Saturday 20th June and Sunday 21st June 2009. This is a 5 way invitational interclub series for members of, South Grafton Ex-Services Motorcycle Club, Maclean Dirt Bike Club, Coffs Harbour Motorcycle Club, Hastings Valley Motorcycle Club and Richmond River Motorcycle Club.

SEE SPECIAL NOTES AND WARNINGS FOR CHANGES OF DATES

2. JURISDICTION:

2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Numbers Rd 1 09/19102, Rd 2 09/19103, Rd 3 09/19103, Rd 4 09/19105, Rd 5 09/19106 and is open to holders of current Motorcycling Australia Club and National Competition Licences and One Event Licences.

One Event Licences will only be issued to Competitors who are able to produce supporting documentation duly signed. For Junior competitors, this includes logbooks. **NO LICENCE TESTING ON THE DAY OF EVENT.**

Competitors must already be a member or become a member of one of the participating Clubs hosting a round of the Series.

2.2. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations and any Final Instructions.

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

3. ENTRIES:

3.1 Entries open forthwith and close last mail – **Round 1 – Wednesday, 18 February 2009** or when classes are full.

Round 2 – Wednesday, 18 March 2009 or when classes are full.

Round 3 – Wednesday, 22nd April 2009 or when classes are full.

Round 4 – Wednesday, 6th May 2009 or when classes are full.

Round 5 – Wednesday 10th June 2009 or when classes are full.

NO INCOMPLETE ENTRIES WILL BE ACCEPTED INCLUDING THOSE WITHOUT ENTRY FEES.

3.2 Preference for entries for Round 2, 3, 4 and 5 will be given to the top 15 point scores in each class as long as their entry is received by the closing date of each round.

3.3 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 MNSW.

3.4 Only entries received on the official Entry Form that **are accompanied by the correct fee will be accepted.**

3.5 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND WILL INCUR A \$15 LATE ENTRY FEE. ALL ENTRIES POSTED ON OR BEFORE THE CLOSING DATE FOR EACH ROUND WILL NOT INCUR THIS PENALTY. NO PHONE OR FAX ENTRIES WILL BE ACCEPTED. THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTING CLUB.**

3.6 **All Sponsors' Licence Numbers and expiry dates** must be included on the Entry Form if they are to be included in any programs.

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 PERSONAL ACCIDENT INSURANCE COVER.**

5. MEDICAL SERVICES:

Medical services in accordance with MNSW requirements will be in attendance from the start of practice until the completion of racing.

6. ENTRY FEE:

6.1 **Nippers \$25, Juniors \$30 – Additional Class \$15, Senior \$45 – Additional Class \$25**

6.2 Payment by 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 Round 1 – South Grafton Ex-Services Motorcycle Club

Round 2 – Maclean Dirt Bike Club

Round 3 – Coffs Harbour Motorcycle Club

Round 4 – Hastings Valley Motorcycle Club

Round 5 – Richmond River Motorcycle Club

6.4 Please include a self-addressed, stamped envelope for confirmation of entry and the issuing of Entry Passes and any Final Instructions. **NO ENVELOPE - NO PASSES – NO FINAL INSTRUCTIONS. Final instructions will only be returned if entry was posted before or on the closing date of each round.**

6.5 **LATE ENTRY FEE OF \$15-00 WILL BE CHARGED AND PAYABLE TO EACH CLUB FOR ENTRIES POSTED AFTER THE CLOSING DATE OF EACH ROUND.**

7. ENTRY PASSES: Not Required

8. **CLASSES OF COMPETITION:**
JUNIORS - SATURDAY RACING
50cc 4-U9 Years Demonstration **Division 1 Only** (Nippers)
50cc 7-U9 Years **Division 2 Only**
65cc 7-U10 Years
65cc 10-U13 Years
85cc 2 St/150cc 4 St 9-U12 Years Standard Wheel

JUNIORS – SUNDAY RACING

- 85cc 2 St/150cc 4 St 12-13 Years Standard Wheel &
Big Wheel
85cc 2 St/150cc 4 St 14-15 Years Standard Wheel &
Big Wheel
150cc 2 Stroke/250cc 4 Stroke 13-14 Years
150cc 2 Stroke/250cc 4 Stroke 15Years

SENIORS – SUNDAY RACING

- Club C Grade 150cc 2 Stroke/250cc 4 Stroke
Club C Grade Over150cc 2 Stroke/Over 250cc 4 Stroke
Club A Grade 150cc 2 Stroke/250cc 4 Stroke
Club B Grade 150cc 2stroke/250cc 4 Stroke
Club A Grade Over 150cc 2 Stroke/Over 250cc 4 Stroke
Club B Grade Over 150cc 2 Stroke/Over 250cc 4 Stroke
Over 35's & Over 45 Year (will be combined and scored separately)
Open All Powers – All Grades

SENIOR GRADING – All National or State graded A and B competitors, automatically become A Grade in this Series. Club C Grade riders can nominate to ride C Grade or B Grade, NOT BOTH. Riders who entered in C Grade in the 2008 North Coast Series and finished up to 6th place at any of the rounds will automatically be upgraded to B Grade at the beginning of the Series. Riders ability in C Grade will be monitored by the Series Grading Committee, and if the Committee believes a rider is competing above the level of that class, then the rider or riders will be moved into B Grade. A rider moved out of Club C Grade, by the Committee, will be able to take their points of not more than equivalent of 3rd place points to the new class.

9. **AWARDS AND PRIZEMONEY:**

At each round, pennants will be awarded to 1st, 2nd and 3rd places for Junior Competition Classes. Pennants will be awarded to all riders in the 50cc 4-U9 Years Demonstration. Senior riders will be awarded BP Cards to the value of \$75 – 1st, \$50 – 2nd and \$25 – 3rd, at each round. Series trophies will be awarded to the first 10 (ten) places in each Junior Competitive Class and a series award to the first 3 (three) places in each Senior Class.

Series trophies will be awarded to riders in the 50cc 4-U9 Years Demonstration Division 1 class providing they have competed in 3 (three) rounds of the Series to qualify.

Riders must compete in a minimum of 3 (three) rounds of the Series to qualify for a series trophy.

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

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be 10 (ten).
- 10.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the Promoter.

11. **RACE FORMAT:**

- 11.1 Junior classes will be conducted over 3 Rounds of competition with a minimum of 3 (three) laps. Senior classes will be conducted over 3 Rounds of competition with a minimum of 4 (four) laps. **This will exclude the OPEN ALL POWERS race which will consist of a one only 15 minute moto plus 1 lap at the conclusion of all other races.** Number of laps will be at the discretion of the Clerk of the Course, depending on the circumstances on the day. All racing will be conducted over 3 rounds – **THERE WILL BE NO HEATS OR FINALS.**
- 11.2 **Series:** Scoring will be as per GCR's. ie 25 points will be allocated to the overall 1st place at the end of each meeting, 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 5 series rounds, with the maximum possible being 125 points achieved per class for the Series.
- 11.3 All riders who complete a race but come after 20th place will be given 1 point.

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 is permitted 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. Substituted machines must have been passed at machine examination and be of no greater capacity than the machine it is substituting.

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their Riding Number or their preferred Riding Number **at Round 1 which will be retained for the entire Series.** Unallocated numbers will be used for those riders who enter after Round 1 or change classes, allocated numbers take priority over any other numbers.
- 13.2 All Number Plates on all Machines **MUST** comply with the GCR's.
- 13.3 **Back numbers are to be worn by all Junior and SENIOR Riders.**

14. GRID POSITIONS:

Peg draw for all Rounds given to all riders by an Official.

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement of practice and ALL Competitors **MUST** attend. Riders' Briefing Sign On sheets must be signed by the competitor as confirmation of attendance. Riders' Briefing Attendance sheets for riders under the age of 18 years must be signed by parent/guardian.

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:

Saturday Racing Starts/Gates Open	10.00 am
Scrutineering/Sign On	10.30 am to 11.30 am
Riders Briefing	11.45am sharp (attendance compulsory)
Practice	12.00 noon
Racing	Immediately after practice
Sunday Racing Starts/Gates Open	6.30 am
Scrutineering/Sign On	7.00a.m to 8.15 am sharp
Riders Briefing	8.30 am
Practice	9.00 am

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6.00 am, *with* the completion of the meeting for the participant being at the completion of his/her participation in the meeting. A suitable time will be made available during scrutineering for riders to inspect the track by foot.

19. CIRCUIT DESCRIPTION:

All tracks are man made Motocross designed circuits.

20. STARTS:

All starts are from backward falling self penalising gates with a minimum of 30 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 will be conducted over a minimum of 3 (three) laps for all Junior Classes. Seniors will be run altogether, for practice, over 3 (three) laps with the maximum of number of riders on the track at any one time not to exceed individual track licence requirements.

Racing for Junior Classes will be conducted over 3 (three) rounds of competition with a minimum of 3 (three) laps. Senior Classes will be conducted over 3 (three) rounds of competition with a minimum of 4 (four) laps. This will exclude the Open All Powers race, which will consist of a 15minute moto plus 1 lap. Number of laps will be at the discretion of the Clerk of the Course, depending on circumstances on the day.

The first lap of practice will be under full course yellow – no jumping – no passing.

22. NOISE:

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

23. GST:

Not applicable.

24. SPECIAL NOTES AND WARNINGS:

IF ENTRIES ARE LOW THE EVENT WILL BE CHANGED TO A ONE DAY EVENT AT THE CLUBS DISCRETION, WITH ALL RIDERS BEING NOTIFIED ONE WEEK PRIOR TO THE EVENT.

- 24.1 **FLAG MARSHALLS:** All riders will have the choice of nominating a flag marshall or pay a flag marshalling fee.
The Flag Marshall fees are - **ALL SENIOR RIDERS - \$20**
EACH ADDITIONAL SENIOR FAMILY MEMBER - \$10
EACH ADDITIONAL JUNIOR FAMILY MEMBER - \$5
OR
1ST JUNIOR RIDER - \$15
EACH ADDITIONAL JUNIOR FAMILY MEMBER - \$5

Flag Marshall nomination or payment of fee is on the entry form for each round. If riders elect to pay the marshal fee, it **MUST be included with the entry fee payment**. All nominated rider flag marshals are to attend sign on with their rider, to sign on as a flag marshall. Failure to do this will mean exclusion of the rider from the meeting.

- 24.2 A junior rider's age on January 1 will determine his/her age for competition that year. However, a rider may move to the next higher class when he/she becomes eligible to do so at any time during the year, but once a rider moves to the higher age class in any competition, he/she may not move back to the lower age class. Points earned in a lower class will not transfer to the higher class. This rule will apply to all riders up to and including 16 year olds.
- 24.3 **PRESENTATION:** There will be presentation at the completion of racing for each round. At the final round, Series trophies will be awarded.
- 24.4 Canteen facilities will be operational throughout the day.
- 24.5 **ANIMALS are NOT PERMITTED within the confines of the complex during the conduct of the meetings unless they are being used by a person to alleviate a disability.**
- 24.6 Alcohol is not permitted in the pit area.
- 24.7 **Pit Area Requirements:** The riding of machines in the pit and paddock areas or in the car park is strictly prohibited at all times. Only riders and mechanics are allowed in the pit area. Push bikes and scooters are not allowed in the pit areas. Any breach of the pit and paddock area rules will result in the exclusion of the corresponding competitor.
- 24.8 **CAMPING** – Please contact individual Clubs for details.

Web Address

Rd 1 www.sgemcc.com.au

Rd 2 www.macleandirtbikeclub.com.au

Rd 3 www.chmcc.zoomshare.com

Rd 4 www.hvmcc.com.au

Rd 5 www.richmondrivermxclub.com.au

SOUTH GRAFTON EX-SERVICES MOTORCYCLE CLUB

WILL CONDUCT

ROUND 1 - 2009 NORTH COAST MOTOCROSS SERIES

ON SATURDAY 28TH FEBRUARY AND SUNDAY 1ST MARCH 2009

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: Date of Birth: Club: Grade:

Preferred Competition No, If Not Registered: Registered Competition No:

Telephone: (Home) (Work) (Mobile).....

E-MAIL PLEASE

ENTRY FEE - NIPPER \$25, JUNIOR \$30 - 2ND CLASS \$15, SENIOR \$45 - 2ND CLASS \$25

CLASSES	MACHINE	CAPACITY	AGE AS AT 1/1/09	FEES PAYABLE
JUNIORS				
50CC 4-U9 YEARS DEMONSTRATION DIVISION 1 ONLY				\$
50CC 7-U9 YEARS DIVISION 2 ONLY				\$
65CC 7-U10 YEARS				\$
65CC 10-U13 YEARS				\$
85CC 2 STROKE/150CC 4 STROKE 9-U12 YEARS STANDARD WHEEL				\$
85CC 2 STROKE/150CC 4 STROKE 12-13 YEARS STANDARD WHEEL/BIG WHEEL				\$
85CC 2 STROKE/150CC 4 STROKE 14-15 YEARS STANDARD WHEEL/BIG WHEEL				\$
150CC 2 STROKE/250CC 4 STROKE 13-14 YEARS				\$
150CC 2 STROKE/250CC 4 STROKE 15 YEARS				\$
SENIORS				
CLUB C GRADE 150CC 2 STROKE/ 250CC 4 STROKE				\$
CLUB C GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
CLUB A GRADE 150CC 2 STROKE/250CC 4 STROKE				\$
CLUB B GRADE 150CC 2 STROKE/250CC 4 STROKE				\$
CLUB A GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
CLUB B GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
OVER 35 YEARS			AGE	\$
OVER 45 YEARS			AGE	\$
OPEN ALL POWERS - ALL GRADES				\$

FEES PAYABLE

NOMINATED FLAG MARSHAL NAME -	
I CHOOSE TO PAY FLAG MARSHAL FEE - ALL SENIORS \$20, EACH ADDITIONAL SENIOR FAMILY MEMBER \$10, EACH ADDITIONAL JUNIOR FAMILY MEMBER \$5 1 ST JUNIOR RIDER IN FAMILY \$15, EACH ADDITIONAL JUNIOR RIDER \$5 EACH	\$
LATE ENTRY FEE \$15	\$
ONE EVENT LICENCE \$50	\$
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-LAS 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, C/- SHARON MITCHELL PO BOX 398 MACLEAN NSW 2463

_____ RIDERS NAME _____ RIDERS SIGNATURE _____ DATE

_____ PARENT / GUARDIAN NAME _____ PARENT/GUARDIAN SIGNATURE _____ DATE

CHECK LIST

- RIDER & PARENT/GUARDIAN SIGNED ENTRY FRONT & INDEMNITY ON REVERSE
- INCLUDED YOUR STAMPED, SELF ADDRESSED ENVELOPE FOR FINAL INSTRUCTIONS
- INCLUDED YOUR PAYMENT OF ENTRY FEES/FLAG MARSHAL FEE/LATE ENTRY FEE/ONE EVENT LICENCE
- NOMINATED YOUR FLAG MARSHAL

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE 2009 NORTH COAST MOTOCROSS SERIES – ROUND 1

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:

- "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.

- 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.

- 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

- 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.

PRIVACY

- I hereby consent to the collection of my personal information by the South Grafton Ex-Services Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by South Grafton Ex-Services 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 South Grafton Ex-Services Motorcycle Club by contacting South Grafton Ex-Services Motorcycle Club at PO Box 451, Grafton NSW 2460 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

- 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:

- 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).

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

- 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:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

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

- I/we have read the whole of this document and understand it;
- 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.

- 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: X.....

SIGNATURE: X..... DATE:

SCHEDULE 1.

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Sth Grafton Ex-Services Motorcycle Club
- Sth Grafton Ex-Services Motorcycle Club
- Clarence Valley Council
- <Add Sponsor Here>
- <Add First Aid Provider Here
- <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:

28 February 2009 – 10.00AM
1ST March 2009 7.00AM

SCHEDULE 3:

Gnudwoc Park Raceway MVRG, Lillypool Road, South Grafton NSW 2460

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE 2009 NORTH COAST MOTOCROSS SERIES – ROUND 2

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 Maclean Dirt Bike Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Maclean Dirt Bike 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 Maclean Dirt Bike Club by contacting Maclean Dirt Bike Club at PO Box 475, Maclean NSW 2463 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:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE

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/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: X.....

SIGNATURE: X..... DATE:

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Maclean Dirt Bike Club
- 5) Maclean Dirt Bike Club
- 6) Clarence Valley Council
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 28th March 2009 –10..00AM
Sunday 29th March 2009 7.00 AM

SCHEDULE 3:

Maclean Motorcycle Park MVRG, Gardiners Road, Townsend NSW 2463



PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE 2009 NORTH COAST MOTXCROSS 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.

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) "Indemnities" 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 Indemnities 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 Indemnities.

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 Indemnities 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 Indemnities, 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 Indemnities 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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 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:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE 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/WE **HEREBY INDEMNIFY AND RELEASE** the Indemnities 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: 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 Motorcycle Club
- 6) Coffs Harbour City Council
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 2nd May 2009 – 10.00AM
 Sunday 3rd May 2009 7.00 AM

SCHEDULE 3:

Coffs City Raceway MVRG, Phil Hawthorne Drive, Coffs Harbour NSW 2450



HASTINGS VALLEY MOTORCYCLE CLUB

WILL CONDUCT

ROUND 4-2009 NORTH COAST MOTOCROSS SERIES

ON SATURDAY 16TH MAY AND SUNDAY 17TH MAY 2009



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: Date of Birth: Club Grade:

Preferred Competition No, If Not Registered: Registered Competition No:

Telephone: (Home) (Work) (Mobile).....

E-MAIL PLEASE

ENTRY FEE – NIPPER \$25, JUNIOR \$30 – 2ND CLASS \$15, SENIOR \$45 – 2ND CLASS \$25

CLASSES	MACHINE	CAPACITY	AGE AS AT 1/1/09	FEES PAYABLE
JUNIORS				
50CC 4-U9 YEARS DEMONSTRATION DIVISION 1 ONLY				\$
50CC 7-U9 YEARS DIVISION 2 ONLY				\$
65CC 7-U10 YEARS				\$
65CC 10-U13 YEARS				\$
85CC 2 STROKE/150CC 4 STROKE 9-U12 YEARS STANDARD WHEEL				\$
85CC 2 STROKE/150CC 4 STROKE 12-13 YEARS STANDARD WHEEL/BIG WHEEL				\$
85CC 2 STROKE/150CC 4 STROKE 14-15 YEARS STANDARD WHEEL/BIG WHEEL				\$
150CC 2 STROKE/250CC 4 STROKE 13-14 YEARS				\$
150CC 2 STROKE/250CC 4 STROKE 15 YEARS				\$
SENIORS				
CLUB C GRADE 150CC 2 STROKE/ 250CC 4 STROKE				\$
CLUB C GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
CLUB A GRADE 150CC 2 STROKE/250CC 4 STROKE				\$
CLUB B GRADE 150CC 2 STROKE/250CC 4 STROKE				\$
CLUB A GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
CLUB B GRADE OVER 150CC 2 STROKE/OVER 250CC 4 STROKE				\$
OVER 35 YEARS			AGE	\$
OVER 45 YEARS			AGE	\$
OPEN ALL POWERS – ALL GRADES				\$

FEES PAYABLE

NOMINATED FLAG MARSHAL NAME -	
I CHOOSE TO PAY FLAG MARSHALL FEE –	
ALL SENIORS \$20, EACH ADDITIONAL SENIOR FAMILY MEMBER \$10, EACH ADDITIONAL JUNIOR FAMILY MEMBER \$5 1 ST JUNIOR RIDER IN FAMILY \$15, EACH ADDITIONAL JUNIOR RIDER \$5 EACH	\$
LATE ENTRY FEE \$15	\$
ONE EVENT LICENCE \$50	\$
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 , C/- BRUCE ANDREWS 56 KENDALL CRESCENT BONNY HILLS NSW 2445

RIDERS NAME

RIDERS SIGNATURE

DATE

PARENT / GUARDIAN NAME

PARENT/GUARDIAN SIGNATURE

DATE

☛ CHECK LIST

- RIDER & PARENT/GUARDIAN SIGNED ENTRY FRONT & INDEMNITY ON REVERSE
- INCLUDED YOUR STAMPED, SELF ADDRESSED ENVELOPE FOR FINAL INSTRUCTIONS]
- INCLUDED YOUR PAYMENT OF ENTRY FEES/FLAG MARSHALL FEE/LATE ENTRY FEE/ONE EVENT LICENCE
- NOMINATED YOUR FLAG MARSHALL

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE 2009 NORTH COAST MOTOCROSS SERIES – ROUND 4

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 Hastings Valley Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Hastings Valley 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 Hastings Valley Motorcycle Club by contacting Hastings Valley Motorcycle Club, 170 Pacific Highway, Port Macquarie NSW 2444 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:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE 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/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: X.....

SIGNATURE: X..... DATE:

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Hastings Valley Motorcycle Club
- 5) Hastings Valley Motorcycle Club
- 6) Hastings Valley Council
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 16TH May 2009 – 10.00AM
Sunday 17TH May 2009

SCHEDULE 3:

Hastings Valley Motorcycle Raceway 170 Pacific Highway port Macquarie 2444

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE 2009 NORTH COAST MOTOCROSS SERIES – ROUND 5

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 Richmond river Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Richmond River 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 Richmond River Motorcycle Club by contacting Richmond River Motorcycle Club 346 Rous Road Rous Hill NSW 2447 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:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE 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/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: X.....

SIGNATURE: X..... DATE:

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Richmond River Motorcycle Club
- 5) Richmond River Motorcycle Club
- 6) Ballina City Council
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 20th June 2009 – 10.00AM
Sunday 21st June 2009 7.00 AM

SCHEDULE 3:

Richmond River Motorcycle Club



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)]