



QUEENSLAND EARLY MOTORCYCLE SPORTS CLUB  
IS CONDUCTING A  
**INTERCLUB RACE MEETING**  
( OPEN TO MEMBERS OF QEMSC, MOTORCYCLE  
SPORTSMEN & NORTH COAST ROAD RACERS )



21<sup>ST</sup> & 22<sup>ND</sup> JULY 2012

<b><u>MEETING NAME</u></b> QEMSC INTERCLUB RACE MEETING	<b><u>VENUE</u></b> CARNELL RACEWAY STANTHORPE	<b><u>DATE</u></b> JULY 21 <sup>ST</sup> & 22 <sup>ND</sup> 2012
<b><u>PROMOTER</u></b> QUEENSLAND EARLY MOTORCYCLE SPORTS CLUB INC.	<b><u>MA TRACK LICENCE No.</u></b> 6823	<b><u>MA PERMIT No.</u></b> 40586
<b>CLERK OF THE COURSE</b> BRYAN TRICKLEBANK	<b>RACE SECRETARY</b> PAUL BOROWINSKI	<b>RACE STEWARD</b> RALPH FREEMAN
<b><u>ENTRY PROCESSING</u></b> GLYNN LEITCH 55 KENT STREET KALLANGUR. Q. 4503 MOBILE: 0412 401436 EMAIL: treasurer@qemsc.com.au	<b><u>CLUB CONTACTS</u></b> <b><u>WEB SITE INFO</u></b> DAVID VINCENT 0412 717929 EMAIL: webmaster@qemsc.com.au	<b><u>CLUB PRESIDENT</u></b> GENE LOPEMAN 0422 033778 EMAIL: president@qemsc.com.au

1. **ANNOUNCEMENT**  
The Queensland Early Motorcycle Sports Club Incorporated, hereafter called the PROMOTER will conduct the QEMSC Interclub Race Meeting at Carnell Raceway, Stanthorpe, Qld on Saturday and Sunday 21<sup>st</sup> & 22<sup>nd</sup> of **July 2012**. For classes of competition please see section 6 below.
2. **JURISDICTION**
  - 2.1 The abovementioned meeting has been authorised by Motorcycling Queensland who has issued the Motorcycling Australia Permit Number 40586 and is open to holders of current Motorcycling Australia Senior Club, Senior National & Senior National One Meeting Licences. **One meeting** licences will be sold on the day. **All participants ( Excluding Regularity entrants ) must be full financial members of QEMSC, Motorcycle Sportsmen or North Coast Road Racers.**
  - 2.2 The meeting will be held in accordance with the current Manual of Motorcycle Sport General Competition Rules (GCRs), these Supplementary Regulations, and any Final Instructions approved by Motorcycling Queensland.  
**BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**
3. **ENTRIES**
  - 3.1 Entries open forthwith and close on **Sunday 8th July 2012**.
  - 3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter, if such retention is approved by Motorcycling Queensland.
  - 3.3 Only entries received on the official entry form that is accompanied by the correct fee will be accepted.
  - 3.4 **RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING WILL BE CONSIDERED ONLY IF NOTIFICATION IS GIVEN AT LEAST ONE WEEK PRIOR TO THE RACE DAY.**
  - 3.5 **ENTRY LISTS WILL BE LOADED ON OUR WEB SITE STARTING APPROX 4 WEEKS FROM RACE DAY**
  - 3.5 **ALL ENTRIES TO BE POSTED TO THE CLUB TREASURER:**  
**Glynn Leitch, 55 Kent Street, Kallangur, QLD, 4503, Mobile: 0412 401436**
4. **ENTRY FEE**
  - 4.1 An entry fee of \$150.00 will be charged for all solo and sidecar competitors. **Each entrant can compete in a maximum of 2 classes with either the same machine or a second machine.** Second machine entry please add \$15 for an extra timing transponder. No charge for spare machines in the same class. **One meeting licences will be available on the day at a cost of \$44.00.** Full payment MUST accompany the entry form.  
**LATE ENTRIES MAY BE ACCEPTED SUBJECT TO A LATE PAYMENT FEE OF \$50.**
  - 4.2 Payment by cheque or money order only. **ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT. DO NOT SEND CASH THROUGH THE MAIL.** Cheques and money orders are to be made payable to QEMSC.

## 5. ENTRIES TO CONSTITUTE A CLASS

Classes of competition will be finalized approx 2 weeks before the event and are dependent on entries received for that class. Any decision to run a class, or to combine classes, will be at the discretion of the promoter, subject to the approval of the **RACE STEWARD**.

## 6. CLASSES OF COMPETITION

Class 1 # Historic sidecars – Period 3/4/5

Class 2 # Historic Period 2 – Pre 1946 solos up to 1300cc,

Class 3 # Historic Period 3 – Pre 1963 solos up to 1300cc

Class 4 # Historic Period 4 – 1963 to 1972 solos up to 500cc four stroke multis and 650 cc twins (track licence limitation)

Class 5 # Historic Period 5 – 1972 to 1982 solos up 350cc two stroke, 500cc four stroke multis, 650cc twins and 1000cc singles

Class 6 # Historic Period 6 -- 1983 to 1990 ( as per Period 5 )

**NOTE - All historic entries must have a current log book**

Class 7 #Modern Sidecars – Formula 1&2

Class 8 #Superlites & Motolites (as per GCR's & NCRR specifications)

Class 9 #Supermoto - As per Section 24 of 2012 Manual of Motorcycle Sport

Class 10 #Superbike Lites (400 cc multis as per GCR's )

Class 11 #Clubsport Lites ( 250cc multis )

Class 12 #Formula Stanthorpe ( non Historic machines over 200cc, up to 400 multis, 650cc twins & 1000cc singles)

Class 13 #GP125 ( 125cc two stroke machines only )

NOTE 1: Classes 10-13 will be run as one "Combined" event with individual points scoring for each class. If insufficient numbers these classes may also be combined with Supermoto.

Class 14 #Regularity ( see Regularity info on QEMSC web site )

## 7. INSURANCE

7.1 MA's National Personal Accident Scheme provides basic cover for death and permanent disability only.

7.2 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.**

## 8. MEDICAL SERVICES

An ambulance will be in attendance between 11am–5pm on Saturday and 9.30am–3pm Sunday.

9. **AWARDS: NO AWARD OR PRIZES WILL BE HANDED OUT OVER THE WEEKEND. CLASS RESULTS WILL BE PUBLISHED ON THE CLUBS WEB SITE [www.qemsc.com.au](http://www.qemsc.com.au) AS SOON AS POSSIBLE AFTER THE EVENT**

## 11. RACE FORMAT

Final race format will be based on entries received and will be decided after close of entries. The split of events between Saturday and Sunday (i.e. number of events each day) will be decided approx 2 weeks before the race meeting but will still be at the discretion of the **Clerk of the Course**.

## 12. MACHINES AND RIDERS

12.1 All historic machines entered must comply with the current GCRs for **Historic Road Race Competition**.

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

12.3 Change of machine or rider is permitted up to 30 minutes prior to an event. Details of change must be submitted to the **Clerk of Course**.

12.4 Helmets are mandatory. All persons including officials using any bike, trike or quad at an event must be wearing a properly secured helmet.

## 13. RIDING NUMBERS

13.1 Wherever possible, competitors will be allocated their preferred riding number.

For competitors in the "combined" event riders numbers will be allocated on a first entry basis.

No double up of race numbers will be allowed in this or any other event.

13.2 All number plates on all machines MUST comply with the GCRs.

## 14. GRID POSITIONS

Grid positions for Saturday will be determined by Saturday morning practice lap times,

Sunday grid positions will be determined by Sundays practice lap times.

**RIDERS WILL BE EXPECTED TO SELECT THE CORRECT GRID POSITION AND BE READY TO RACE WITHOUT DELAY.**

**NOTE: For Superlite/Motolite competitors the above applies but your grid positions will also be progressive over the weekend, ie Revised grid positions will be posted after every event for the following event.**

**A grid limit of 20 will apply to all events except for Superlite/Motolite which will be allowed 24 as per the 2012 track license.**

## 15. RIDERS BRIEFING

A riders briefing will be held prior to the commencement of racing on both days and **ALL Competitors MUST attend**. All riders attending the briefing shall sign the sign on sheet. Any riders failing to attend riders briefing or signing the attendance sheet may be excluded from the event. Riders Briefing is a NON Smoking Area.

## 16. DRUG AND/OR ALCOHOL TESTING

16.1 All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.

16.2 If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506. When drug testing takes place, the presentation of awards may be delayed at Motorcycling Queensland's discretion until the results of the tests are known.

## 17. CODE OF CONDUCT

All competitors, officials and parents are reminded of the Motorcycling Australia By-Law – CODE OF CONDUCT (as stipulated in the GCRs) which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

## 18. CIRCUIT DESCRIPTION

Carnell Raceway is approximately 1 km in length. Its surface is constructed of hot mix bitumen. Racing will be conducted in a clockwise direction.

## 19. TIMETABLE

### Saturday 21<sup>st</sup> July

Scrutineering	8.30 am
Engine warm up period	10 am ( not before )
Riders Briefing	10:30 am
Practice/Warm Up	11am
Lunch Break	12:20 pm (approx)
Racing Start	12:50 pm (approx)
Racing Finishes	5pm

### Sunday 22<sup>nd</sup> July

Engine warm up period	9am ( not before )
Riders Briefing	9.15 am
Practice/Warm up	9.30 am
Racing Start	10.50 am
Lunch Break	12.00pm (approx)
Race Finish	3pm

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 10.00 am Saturday 21st July with the completion of the meeting for the participant being after the last race on Sunday 22nd July.

## 20. STARTS

The raising of the National Flag will start events. All starts will be clutch starts.

## 21. RACING

PRACTICE: Practice sessions for each class will be at the start of each day.

## 22. NOISE

ALL MACHINES MUST COMPLY WITH A 102dba STATIC TEST AND THE 2012 MANUAL OF MOTORCYCLE SPORT RULES 12.10.1.1. MACHINES MEASURED OVER 102dba MAY BE UNABLE TO COMPETE UNTIL THE NOISE IS REDUCED TO THE ACCEPTED LEVEL. **NOTE: THE CLUB WILL BE CONDUCTING NOISE TESTING ON ALL MACHINES AT THE DISCRETION OF THE CLERK OF THE COURSE.**

## 23. GST N/A

## 24. SPECIAL NOTES AND WARNINGS

### 24.1 NA

24.2 Protective Clothing shall be worn as per GCRs 15.1.

24.3 Scrutineering will be located in pit lane.

### 24.4 **HISTORIC LOG BOOKS ARE REQUIRED FOR ALL HISTORIC MACHINES.**

(Pre 1990 machines without log books that are within the track limitations may compete in Formula Stanthorpe).

24.5 Protests will be lodged as per 2012 Manual of Motorcycle Sport Rule 5.1.

24.6 FUEL: is not available at the track.

24.7 ALCOHOL IS NOT PERMITTED WITHIN THE PIT AREA DURING COMPETITION HOURS.

RIDERS CONTRAVENING THIS RULE WILL BE EXCLUDED FROM THE DAY'S EVENTS.

24.8 CHILDREN ON WHEELED DEVICES OF ANY KIND ARE NOT PERMITTED IN THE PIT AREA. These devices will be confiscated and returned at close of racing. CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED IN THE PIT LANE.

### 24.9 **NO DOGS ARE ALLOWED WITHIN THE CIRCUIT GROUNDS AT ANY TIME.**

24.10 The promoter recommends that all competitors have a suitable fire extinguisher.

24.11 Any last minute changes to the classes of competition will be announced at riders briefing and are dependant on entries received for each class.

24.13 ALL NOVICE OR FIRST TIME RACERS ARE REQUIRED TO BRING A WHITE T-SHIRT TO WEAR OVER THEIR LEATHERS TO MAKE IT EASIER FOR FASTER RIDERS TO IDENTIFY YOU.

24.14 **Entry acceptance letters will NOT be sent out prior to this event. DO NOT SEND A SELF ADDRESSED ENVELOPE WITH YOUR ENTRY. Nominations will be posted on the website [www.gemsc.com.au](http://www.gemsc.com.au) in early July or they can be checked by phoning club treasurer Glynn Leitch on 0412 401436**

24.15 Entrants with duplicate numbers in the same event will be informed by phone prior to the event if they need to change their number (first entry received will be given their preferred number).

24.16 Camping at the track will be permitted on Friday ( from 4pm ) & Saturday nights.

24.17 **The canteen will be open for lunch on Saturday and breakfast and lunch on Sunday.**

24.18 Carnell Raceway address is Rifle Range Rd, Stanthorpe Qld.

24.19 DIRECTIONS TO TRACK: Drive through town and take first left after bridge (blue sign to refuse tip). Take second right which is Rifle range Rd. Drive down Rifle Range Rd for about one kilometre until you see a yellow sign on the right for Carnell Raceway.

24.20 All other enquiries to QEMSC PRESIDENT: **GENE LOPEMAN 0422 033778**



QUEENSLAND EARLY MOTORCYCLE SPORTS CLUB

**QEMSC INTERCLUB RACE MEETING**  
21ST & 22<sup>ND</sup> JULY 2012



Open to QEMSC, Motorcycle Sportsmen  
& North Coast Road Racers members  
**ENTRY FORM**

**Rider's Surname:** ..... **Rider's First Name:** .....

**MA Lic. No:** ..... **MA Lic. Expiry Date** .....

**Address:** ..... **Post Code:** .....

**Club:** ..... **Date of Birth:** .....

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

**Phone (Home)**..... **(Work)** ..... **(Mobile)** ..... **Email** .....

**Next of Kin contact name and phone No:**

**Passenger's Surname:** ..... **Passenger's First Name:**.....

**MA Lic. No:** ..... **MA Lic. Expiry Date** .....

**Address:** ..... **Post Code:** .....

**Club:** ..... **Date of Birth:** .....

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

**Phone (Home)**..... **(Work)** ..... **(Mobile)** ..... **Email** .....

**Next of Kin Contact name and phone No:**

CLASS OF COMPETITION	PREFERRED CLASS	MACHINE	CAPACITY	YEAR

**ENTRY FEES:**

CATEGORY	AMOUNT	PAYABLE (\$)
<b>SENIOR ENTRY – ALL CLASSES.</b> (NO ADDITIONAL FEE FOR SPARE MACHINES IN THE SAME CLASS)	\$150.00	
<b>SECOND MACHINE ENTRY</b> <b>( LIMIT OF 2 ENTRIES PER RIDER, ONE MACHINES IN 2 CLASSES OR 2 MACHINES )</b>	\$15 ( TIMING FEE )	
<b>REGULARITY (INCLUDES \$20 FOR SINGLE RECREATIONAL LICENSE, \$5.50 MQ RIDER LEVY, \$15 TRANSPONDER FEE &amp; \$10 FOR TIMING TRANSPONDER HOLDER )</b>	\$70.00	
<b>ONE MEETING LICENCE(S)</b>	\$44.00	
<b>NOTE: - SIDECAR PASSENGERS ALSO RIDING SOLO MACHINES MUST COMPLETE A SEPARATE ENTRY FORM</b>	<b>TOTAL:</b>	

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

_____	_____	_____
RIDERS NAME	SIGNATURE	DATE
_____	_____	_____
PASSENGERS NAME	SIGNATURE	DATE
_____	_____	_____
PARENT / GUARDIAN NAME	SIGNATURE	DATE



# PARTICIPANT DECLARATION

Motorcycling Queensland  
PO Box 2072, North Ipswich Q 4305  
Ph: 07 3281 2255 Fax: 07 3812 2742  
Email: info@mqld.org.au Web: www.mqld.org.au



## CONTRACT TO PARTICIPATE IN THE QEMSC INTERCLUB MEETING

**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]

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

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

### 5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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

a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:

- i) that I participate in the meeting at my sole risk and responsibility;
- ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
- iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.

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

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

### 6. MEDICAL

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

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

### 7. PRIVACY

I hereby consent to the collection of my personal information by the Promoter/Event Organiser, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Event Organiser, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by contacting MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

### 8. PERSONAL HEALTH INFORMATION

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

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

facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and  
ii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).

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

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

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

### 9. POLICIES AND REGULATIONS

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

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

### 10. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent of Photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by (organisation) and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to (organisation) using my name, image, likeness and also my performance in the Event at any time, by any form of media, to promote (organisation) or the Event.

### SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Queensland
- 4) Queensland Early Motorcycle Sports Club
- 5) Stanthorpe & District Sporting Car Club
- 6) <Add Land Owner Here>
- 7) <Add Sponsor Here>
- 8) Queensland Ambulance Service
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

9.00am Saturday 21/07/2012 – 3.00pm Sunday 22/07/2012

### SCHEDULE 3:

Carnell Raceway, Stanthorpe

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

### 2. DEFINITIONS

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

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

I ACKNOWLEDGE that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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