**KINGS OF THE VALLEY** 

**OAKDALE JMCC** WILL CONDUCT



ON  $7^{TH}$  DECEMBER 2014

## SUPPLEMENTARY REGULATIONS

MEETING NAME

KINGS OF THE VALLEY

PROMOTER

OAKDALE JMCC

RACE SECRETARY

MARGARET DAVENPORT

CLERK OF THE COURSE

OAKDALE MVRG STEVEYS FOREST RD OAKDALE

VENUE

MA TRACK LICENCE No.

19000D, 19002, 19003

ADDRESS

PO Box 224

ST CLAIR NSW 2759

SCRUTINEER

**COLIN FOULDS** 

MARK TANTI

0407 411937

EMAIL: oakdalesecretary@bigpond.com

STEWARD

**RICK GUNN** 

#### ANNOUNCEMENT: 1

The Oakdale JMCC hereafter called the PROMOTER will conduct Kings of the Valley for Junior & Senior Solo Competitors at the Oakdale MVRG, on 7<sup>th</sup> December 2014. See Section 8 for Classes of Competition. See Section 11 for the race format.

#### JURISDICTION: 2.

- The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued 2.1. the Motorcycling Australia Permit Number 1/14/51073 and is open to holders of current Motorcycling Australia National Competition Licences.
- The meeting will be held in accordance with the current General Competition Rules (GCR's), these 2.2. Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.
- Electronic Timing will be used for this meeting; this incurs a hire fee of \$20.00 per rider per bike. 2.3. As security for the return of the Transponder, licences will be collected at sign on and returned at the conclusion of the meeting when transponder returned. Failure to return transponder will incur a replacement cost to a maximum of \$610.00 (plus postage & insurance) payable to the meeting promoter.
- Age requirement: The age of the junior rider will be determined by the age the rider is at the 1<sup>st</sup> January 2.4 2014, unless the rider chooses to utilise clause 15.11.1.1 b) of the current GCR's. The age of the Senior rider will be determined by the age the rider is at the commencement of the meeting is 7<sup>th</sup> December 2014
- Log Book: Each junior rider is to present their logbook at sign on. Log Books not collected at the 2.5 Conclusion of the meeting WILL NOT be sent back until a stamped express envelope is received from the competitor. (Suggest that all riders keep a stamped express envelope in their log book). BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, **REGULATIONS, BY-LAWS AND INSTRUCTIONS.**

#### 3. **ENTRIES:**

- Entries open forthwith and close last mail received 1<sup>st</sup> December 2014. 3.1
- 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 MNSW.
- Only entries received on the official Entry Form that are accompanied by the correct fee will be accepted. 3.3
- 3.4 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 THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.

7<sup>TH</sup> DECEMBER 2014

DATE

MA PERMIT NO.

1/14/51073

CONTACT No.



## 4. INSURANCE:

- 4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.
- 4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.

# 4.3 IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.

#### 5. <u>MEDICAL SERVICES:</u>

South Care Medical personnel will be in attendance from commencement of practice to completion of racing.

## 6. <u>ENTRY FEE:</u>

6.1 EARLY BIRD ENTRY-RECEIVED BY THE 1<sup>st</sup> DECEMBER:

Senior	\$65	Each Additional Class \$30
Junior	\$55	Each Additional Class \$25.
<b>–</b> , , ,		

Demonstration \$40

Transponder Hire \$20 per rider (If riding 2 bikes, may hire 2 transponders). If only 1 hired, it is the responsibility of the rider to ensure transponder on correct bike for correct race.

#### ENTRY-RECEIVED AFTER 1<sup>st</sup> DECEMBER

Senior	\$80	Each Additional Class \$35
Junior	\$70	Each Additional Class \$30.

Demonstration \$45

Transponder Hire \$20 per rider (If riding 2 bikes, may hire 2 transponders. If only 1 hired, it is the responsibility of the rider to ensure transponder on correct bike for correct race.

- 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 the Oakdale JMCC.
- 6.4. Payment via direct transfer
   Account Name Oakdale Junior Motorcycle Club
   BSB 062 595
   Account Number 2802 5014. Include copy of receipt with entry form
- 6.5. Rider Entry List and Final Instructions will be posted on the website www.oakdalejmcc.com.au
- 6.6. If you do not have internet access, please include a self addressed stamped envelope for confirmation of entry and the issuing of any Final Instructions.

## 7. <u>ENTRY PASSES:</u>

N/A

## 8. CLASSES OF COMPETITION:

4/u9 Years Division 1 50cc Auto (Demonstration only)
7/u9 Years Division 2 50cc Auto only
7/u9 Years 65cc
9/u12 Years 65cc
9/u12 Years 85cc 2st/150cc 4st (Standard Wheel)
12/u16 Years 85cc 2st/150cc 4st (Standard & Big Wheel)
13/u16 Years Lites (100-150cc 2 stroke & 200-250cc 4 stroke)
Senior C Grade All Powers
Senior A/B Grade All Powers

## 9. AWARDS AND PRIZEMONEY:

Riders in each junior class will receive awards for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup>All 50cc 4-U9 years (auto) Div 1 demonstration riders will receive an award of equal valueRiders in each Senior C Grade class will receive prize money for 1<sup>st</sup> = \$1502<sup>nd =</sup> \$100Riders in each Senior A/B Grade class will receive prize money for 1<sup>st</sup> = \$2502<sup>nd =</sup> \$1503<sup>rd</sup> = \$75.Total Prize Money = \$1075

## 10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be a minimum of 8 juniors and 10 seniors.
- 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, subject to MNSW approval.



## 11. RACE FORMAT:

- 11.1 There will be a minimum of 3 legs, subject to time allowances. Cumulative points over legs with points allocated in each leg as per Manual of Motorcycle Sport 15.15.13.5. If the number of entries received in any one class exceeds 30 (maximum grid number), then consideration will be given to either running heats/finals or splitting the age groups within the class.
- 11.2 Scoring will be as per GCR's. ie 25 points will be allocated to the overall 1<sup>st</sup> place at the end of each meeting, 22 pts for 2<sup>nd</sup> place, 20 pts for 3<sup>rd</sup> place, 18 points for 4<sup>th</sup> place, 16 points for 5<sup>th</sup> place, etc, to be accumulated over the legs, with the maximum possible being 75 points achieved per class for the Meeting.
   11.2 Protection will be 3 loop for each place.
- 11.3 Practice will be 3 laps for each class.
- 11.4 Junior 50cc Autos (4/u9 Div 1) (Demo only) Junior 50cc Autos (7/u9 Div 2) Junior 65cc Junior 85cc/150cc 4st Junior 100cc–150cc 2st & 200 - 250cc 4 st All Senior Grades

5 minutes (from when last rider leaves start area) 7 minutes + 1 lap 7 minutes + 1 lap 10 minutes + 1 lap 10 minutes + 1 lap 10 minutes + 1 lap

## (The promoter reserves the right to alter the race format where necessary, with the approval of the MNSW appointed Steward at the meeting)

11.5 Results will remain "Provisional" until ratified and confirmed within 21 days by MNSW.

## 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 Multiple entry of the one Machine in the Separate Class of Competition is not permitted.
- 12.4 Change of Machine is permitted at the discretion of the Clerk of the Course and must be notified in writing at least 10 minutes before the next race for that class.
- 12.5 Noise &/or Fuel Testing may be carried out at any time during this meeting.

#### 13. <u>RIDING NUMBERS:</u>

- 13.1 Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the Promoter's discretion.
- 13.2 All Number Plates on all Machines MUST comply with the GCR's 15.14.3.
- 13.3 Back numbers must be worn as per GCR's 15.14.4 and must correspond to the machine number.

## 14. GRID POSITIONS:

- 14.1 Grid positions for the first leg of each class will be by peg draw, subsequent races will be by finishing order from previous leg of that class.
- 14.2 If any class requires heats, grid positions for all heats will be by peg draw, grid positions for the 1<sup>st</sup> final will be by peg draw, Subsequent finals will be in finishing order.

Example of peg draw: If you pick peg no 1 you will have 1<sup>st</sup> pick of the grid. Peg 2 gives 2<sup>nd</sup> choice of the grid and so on.

#### 15. <u>RIDERS BRIEFING:</u>

A Riders' Briefing will be held prior to the commencement of practice and ALL Competitors MUST attend. A random roll call will be made at the conclusion of Riders' Briefing.

#### 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. <u>CODE OF CONDUCT:</u>

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. <u>TIMETABLE:</u>

Meeting Commencing 7am Sign on & Scrutineering 7am to 8.30am. Riders Briefing: Immediately after scrutineering Practice: Immediately after riders briefing Racing: Immediately after practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 7am *with* the completion of the meeting for the participant being at the completion of the event.



The track is 1.52km in length of man made construction (for Motocross) and the direction of racing is anti-clockwise. The 7/u9 50cc track is 1km in length of man made construction (for Motocross) and the direction of racing is anti-clockwise. clockwise.

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The 4/u9 50cc track is 485m in length of man made construction (for Motocross) and the direction of racing is anticlockwise.

## 20. <u>STARTS:</u>

Clutch starts from self-penalising backward falling gates (30 gates) with the exception of the demonstration class who will start at the Marshall's direction.

PROCEDURE (For all classes except the Demonstration Class): 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.

For Demonstration 50cc class, all riders will assemble in front of the starting gates and leave in single file.

## 21. <u>RACING:</u>

As per 11.

## 22. <u>NOISE:</u>

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

## 23. PAYG WITHOUT HOLDING:

The Pay As You Go Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 46.5% of prize money over \$50.00, which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

## 24. SPECIAL NOTES AND WARNINGS:

- 24.1 Marshals. Name of the people responsible for the rider will be pre-drawn for marshalling duties and printed in the program. Failure to comply may mean rider exclusion from the event. (Please indicate marshalling preference on the entry form. Every effort will be made to allocate your preference.) All riders under the age of 18 MUST provide a marshal.
- 24.2 Entrants will only be published in the program when a current Entrant Licence Number is provided.
- 24.3 Canteen Facilities available from 7.30am both days.
- 24.4 Presentation will be at the conclusion of racing.

## 24.5No Phone calls to the Race Secretary after 9pm at night.



## **OAKDALE JMCC**

WILL CONDUCT

KINGS OF THE VALLEY



## ON 7<sup>TH</sup> DECEMBER 2014 ENTRY FORM

Entrant:		MA Lic. No:MA Lic. Expiry Date
Rider's Surname:		Rider's First Name:
		MA Lic. Expiry Date:
Address:		
		Grade (Senior Only):
If under 18 years – Date of Birth:		
	If Not Registered, Preferred No:	
Telephone: (Home)	(Work)	(Mobile)
Email:		

<u>CLASSES</u>	MACHINE	CAPACITY (see section 8)	Age - Refer 2.4
4/U9 YEARS 50CC AUTO DIV 1 (DEMONSTRATION			
ONLY)			
7/U9 YEARS 50CC AUTO DIV 2 ONLY			
7/U9 YEARS 65CC			
9/U12 YEARS 65CC			
9/U12 YEARS 85CC 2ST/150CC 4ST			
12/U16 YEARS 85CC 2ST/150CC 4ST			
13/U16 YEARS LITES			
SENIOR C GRADE ALL POWERS			
SENIOR A/B GRADE ALL POWERS			
TRANSPONDER HIRE - \$20.00	OWN NO.		YES/NO THANKS I
(IF YOU HAVE YOUR OWN TRANSPONDER, PLEASE			HAVE MY OWN
QUOTE NO.)			

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

## ENTRY FEES:

Ν

EARLY BIRD - SENIOR \$65 (2<sup>ND</sup> BIKE \$30), JUNIOR \$55 (2<sup>ND</sup> BIKE \$25), DEMONSTRATION \$40, TRANSPONDER \$20 (RECEIVED BY 1<sup>ST</sup> DECEMBER 2014)

SENIOR \$80 (2<sup>ND</sup> BIKE \$35), JUNIOR \$70 (2<sup>ND</sup> BIKE \$30), DEMONSTRATION \$45, TRANSPONDER \$20 (RECEIVED AFTER 1<sup>ST</sup> DECEMBER 2014)

TOTAL PAYABLE = \$\_\_\_\_\_

**POST ENTRY TO:** RACE SECRETARY, PO Box 224 St Clair NSW 2759 Closing Date 1<sup>st</sup> December 2014

NAME OF PERSON RESPONSIBLE FOR MARSHALLING AND TRANSPONDER \_

RIDERS NAME		SIGNATURE		DATE
PARENT / GUARDIAN NAME		SIGNATURE		DATE
LEASE TICK ONE				
I AM A PROFESSIONAL RIDER AND MY ABN IS:				
MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN				
LL RIDERS UNDER THE AGE OF 18 MUST PROVIDE A MARSHAL				
Iarshall Duties (please tick)       Marshall	_ Canteen	Lap Scorer	S	crutineer

17.11.2014 APPROVED



## PARTICIPANT DECLARATION

MOTORCYCLING NSW LIMITED Location: 9 Parkes Street, Harris Park, NSW Postal: PO Box 9172, Harris Park, NSW, 2150 p: (02) 9635 9177 f: (02) 9635 5277



#### CONTRACT TO PARTICIPATE IN THE 2014 KINGS OF THE VALLEY

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.

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

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

#### 2. DEFINITIONS In this declaration:

- "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
- b)
- Meaninees many 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 d)
- e) capacity in any authorised or recognised Motorcycling Organisation ent, meeting or activity;
- "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where f) the context so permits, their respective directors, officers, members, servants or agents.

#### 3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS OWLEDGE that:

- motorcycle sport is dangerous and that by engaging in the sport a) (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; ii) 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 iv) without warning or predictability;
- that organisers, officials, landowners/track operators and any v) agents or representatives of those in charge of meetings are equently 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 vi) mental health may be voided;
- that there may be no or inadequate facilities for treatment or transport of me if I am injured; vii)
- that I have an obligation to myself and to others to act safely and vii) 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 b) 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 c) extent permitted by law;
- have voluntarily read and understood this warning and accept and d) 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

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 neoligence" 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
- 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 ii) exposed:
- that I indemnify and hold harmless the Indemnitees, their respective iii) 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 b) 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 6. will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- 7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

#### 8. MEDICAL

9

- 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

#### 10. PRIVACY

I hereby consent to the collection of my personal information by the Oakdale JMCC MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Oakdale JMCC, 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 Oakdale JMCC by contacting Oakdale JMCC at PO Box 224, St Claire NSW 2759 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

#### 11. PERSONAL HEALTH INFORMATION

- I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:
- 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
- iii) In S reasonable for investigating to concern store in concern and the store of the information in accordance with clause 11(b). IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and b)
- 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:
- may use any information collected in accordance with this clause for any purpose ii) 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. I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful C) 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 In yours of any pair with the normage of any of my cares 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

ii)

l 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

13 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 Ant-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

#### 13. RIGHT TO USE IMAGE

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

#### SCHEDULE 1:

- ederation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd 3) VSW
  - Motorcycling NS Oakdale JMCC

#### The Crown

6)

- <Add Sponsor Here
- 8) South Care Medical
- 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: am - 7th December 2014

SCHEDULE 3:

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

a) 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:

MOTORCYCLING AUSTRALIA (MA - ABN 83 057 830 083) IS THE CONTROLLING BODY OF MOTORCYCLE SPORT IN AUSTRALIA. AFFILIATED TO FEDERATION INTERNATIONALE DE MOTOCYCLISME (F.I.M.) ACN 077-842-114

LACKNOWLEDGE that: i)





I. I	of	am the parent or
legal guardian of	(" <b>Minor</b> "). The	Minor wishes to
enter	("Event"	") conducted by the parties in Schedule
1 below (" <b>Organisers</b> ") on	(date). I consent	to the Minor's entry and participation in
the Event.	、	

- 2. I appoint and authorise \_\_\_\_\_\_\_\_\_ ("Guardian") as temporary guardian and custodian of the Minor, whilst the Minor has entered and participates in the Event (with the Guardian's acceptance of such appointment evidenced by their execution of this Deed below). The Guardian's appointment as Guardian under this Deed is of no effect in circumstances where I/we (the parent or legal guardian of the Minor) is/are in attendance at the Event (and will remain of no effect only for so long as I/we are in attendance at the Event). In those circumstances and for so long as I/we remain in attendance at the Event, I/we retain full legal responsibility for the Minor.
- 3. I acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
  - 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 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 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 indemnify and hold harmless the Organisers, their respective servants, agents or officials

against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

- 5. I release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.
- 6. I declare that the Minor is medically and physically fit and able to participate in the Event.
- 7. I authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
- 8. I authorise the Guardian to direct he Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

#### Executed as a Deed:

#### SIGNED by:

[print name of parent or legal guardian] in the	)	[sig
presence of:	)	

[signature of parent or legal guardian]

[print witness name]

Date

[signature of witness]





SIGNED by: [print name of Guardian] in the presence of:	) [signature of the Guardian) )
[print witness name]	Date
[signature of witness]	

## Schedule 1

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