



2010 Honda Australian Junior  
Motocross Championship  
25<sup>th</sup> September to 2<sup>nd</sup> October 2010  
Awaba MVRG



## SUPPLEMENTARY REGULATIONS

EVENT:	2010 Honda Australian Junior Motocross Championship	
DATE:	Saturday 25 <sup>th</sup> September 2010 - Saturday 2 <sup>nd</sup> October 2010	
VENUE:	Awaba MVRG Cessnock Rd, Ryhope, NSW	
TRACK LICENCE NUMBERS:	15098, 15099, 15100, 15101, 15102, 15103, 15104.	
MA PERMIT NUMBER:	MA 0843	
IMN PERMIT NUMBER:	291/125	
EVENT CONTACT	Margaret Davenport PO Box 224, St, Clair, NSW, 2759 Phone: 0402 920 126 Email: JuniorAussies2010@hotmail.com	
EVENT KEY OFFICIALS	MA Steward Clerk of Course Race Secretary Time Keeper Chief Scrutineer Assistant Clerk of Course Assistant Race Secretary Assistant Scrutineer Announcer	Sandra Palmer Craig Johnston Margaret Davenport Nicole Fullagar Ronald Hull Rob Paric Darren Fitzgibbon Shane Priestley TBA

## 1. ANNOUNCEMENT

The Lake Macquarie Motor Bike Club, hereafter called the Promoter will conduct 2010 Honda Australian Junior Motocross Championships at the Awaba MVRG, Cessnock Rd, Ryhope, on 25<sup>th</sup> September 2010 to 2<sup>nd</sup> October 2010.

## 2. JURISDICTION

2.1 The abovementioned meeting has been authorised by MA which has issued the Motorcycling Australia Permit Number MA 0843 and is open to holders of current Motorcycling Australia National Licences.

Riders holding current licences from other FMN's (National Federations) can compete providing they have a clearance from their FMN, and insurance to FIM standards. This information must be sent to MA prior to the event.

**Any rider presenting with a MA Senior licence will not be permitted to practice or start in any event.**

2.2 The meeting will be held in accordance with the current General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

## 3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

MA Steward	Sandra Palmer
Clerk of Course	Craig Johnston
Race Secretary	Margaret Davenport
Scrutineer	Andrew Hull

## 4. ENTRIES

4.1 Entries are now open and close last mail received 30<sup>th</sup> August 2010. Late entries will not be accepted. The age for competitors is their age as at the 1<sup>st</sup> January 2010 unless competitor is evoking GCR 12.16.0.1.(b) – see note below.

Please Note: A rider may move to the next higher class when he/she becomes eligible to do so during the year, but once a rider moves to the higher class in any competition, he/she may not go back to the lower class. This rule will apply to all riders up to and including 16 year olds.

4.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Lake Macquarie Motor Bike Club, if such retention is approved by MA.

4.3 Only entries received on the official entry form that is accompanied by the correct fee will be accepted.

4.4 Entry fees will only be refunded if a rider informs the Promoter, in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

## 5. ENTRY FEE

5.1	Championship Classes:	\$175.00 for rider's first class
	MA Levy:	\$22.00 per rider
	Transponder Hire:	\$20.00 per transponder per class (\$10.00 if using own transponder)
	Flag marshal Levy:	\$50.00 per rider
	<u>Total:</u>	<u>\$267.00 (if hiring transponder) \$257 (if using own transponder)</u>
	Extra Class:	\$110.00 for same rider's subsequent class
	Transponder Hire:	\$20.00 per transponder per class (\$10.00 if using own transponder)
	<u>Total:</u>	<u>\$130.00 (if hiring transponder) \$120 (if using own transponder)</u>

5.2 Payment by Cheque or Money Order only. No cash via post. Any fees for dishonoured cheques will be the responsibility of the entrant.

5.3 Cheques and Money Orders are to be made payable to the Lake Macquarie Motor Bike Club.

5.4 Please include a self addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions. Final instructions will be available on [www.lakesmotorcycleclub.com](http://www.lakesmotorcycleclub.com)

## 6. ENTRY PASSES

N/A.

## 7. INSURANCE

7.1 National Personal Accident Scheme provides basic cover for death and permanent disability.

7.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

## 8. MEDICAL SERVICES

Pink First Aid Services will be available from 7.00am to 30 minutes after the conclusion of each days practice/racing.

## 9. SCRUTINEERING

9.1 Scrutineering and Sign In will be Saturday 25<sup>th</sup> September from 9am to 4pm. Pit site set up will occur Saturday 25<sup>th</sup> September from 9am to 4pm

9.2 Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

9.3 Current competition licences, logbook and full riding gear including helmets, body armour and boots must be presented at scrutineering/sign in. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.

9.4 In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in automatic exclusion from the event results.

9.5 Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the circuit before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this regulation will result in exclusion from the event results.

## 10. CLASSES OF COMPETITION

Age groups are as per age at 1<sup>st</sup> January 2010

50cc Auto (was called Div 2)	7 to under 9 years	7 minutes + 1 lap
65cc Solo	7 to under 9 years	7 minutes + 1 lap
65cc Solo	9 to under 11 years	7 minutes + 1 lap
65cc Solo	11 to under 13 years	7 minutes + 1 lap
85cc Solo 2 stroke Standard Wheels	9 to under 12 years	10 minutes + 1 lap
150cc Solo 4 stroke Standard Wheels	9 to under 12 years	10 minutes + 1 lap
85cc Solo 2 stroke Standard & Big Wheels	12 to under 14 years	10 minutes + 1 lap
150cc Solo 4 stroke Standard & Big Wheels	12 to under 14 years	10 minutes + 1 lap
85cc Solo 2 stroke Standard & Big Wheels	14 to under 16 years	10 minutes + 1 lap
150cc Solo 4 stroke Standard & Big Wheels	14 to under 16 years	10 minutes + 1 lap
100-150cc Solo 2 stroke	13 to under 15 years	10 minutes + 1 lap
200-250cc Solo 4 stroke	13 to under 15 years	10 minutes + 1 lap
100-150cc Solo 2 stroke	15 years	10 minutes + 1 lap
200-250cc Solo 4 stroke	15 years	10 minutes + 1 lap
Female 85cc Solo 2 stroke & 150cc 4 stroke Standard & Big Wheels	12 to under 16 years	10 minutes + 1 lap
Female 100-150cc Solo 2 stroke & 200-250cc Solo 4 stroke	13 to under 16 years	10 minutes + 1 lap

NOTE: Female riders competing in the female only Championship classes may enter in the comparable age/capacity classes.

## 11. ENTRIES TO CONSTITUTE A CLASS

11.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be 10 (ten) as described in GCRs 13.2.9

11.2 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 prizemoney, will be at the discretion of the promoter, subject to MA approval.

## 12. STARTS

All competitors will be called to the start line at least 2 minutes before each start. There will be 40 backward falling/self penalizing gates. A 15 second board will be displayed to all riders for a full 15 seconds followed by a 5 second board. This will be held for 5 – 10 seconds prior to the gates dropping (As per GCR's 17.8.1.7). Only authorized officials will be permitted in the starting area. Riders/pit crew will be penalized for infringements of GCR rule 17.8.1.5(c).

## 13. RACE FORMAT

13.1 Practice will be 5 laps for All Classes.

13.2 Where numbers in a class are 40 or less, classes will be conducted over 5 finals cumulatively scored as per GCR 17.13.1.3, with points allocated in each race.

13.3 Where numbers in a class exceed forty (40) gates, classes will be conducted over three (3) heats and three (3) finals. The heats will take place prior to racing.

a) 3 heats cumulatively scored, with points allocated in each heat as per GCR's

b) The top forty (40) point scorers from the heats will transfer to 3 finals. If riders are tied on points for the 40<sup>th</sup> position, the rider that finished the higher in the last heat will be awarded the position. If still tied, it will come down to the fastest overall race time for the last heat. c) Classes will be conducted over 3 finals cumulatively scored, with points allocated in each race as per GCR's 17.13.1.4.

13.4 Number of laps – as defined in Section 10.

## 14. EVENT SCHEDULE

14.1 Scrutineering/sign in and pit site set up will commence Saturday 25<sup>th</sup> September from 9am to 4pm.

14.2 Pit access will be from 6.30am each day from 26<sup>th</sup> September

**14.3 Riders briefing will commence Sunday 26<sup>th</sup> September at 8.15am. It is **COMPULSORY** for all riders to attend Rider's Briefing.**

14.4 Practice will commence Sunday 26<sup>th</sup> September immediately after riders briefing.

14.5 Racing will commence at the conclusion of practice.

14.6 Practice will consist of 5 laps.

14.7 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be Saturday 25<sup>th</sup> September at 9am with the completion of the meeting for the participant being when the participant has vacated the venue.

## 15. AWARDS AND PRIZEMONEY

All finalists shall receive participation awards. MA medallions will be awarded to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place getters in each championship class. All support riders will receive a participation award.

## 16. GST

The Goods and Services Tax affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prizemoney 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.

## 17. PRESENTATIONS

Presentation will be held at Cardiff Panthers. Details available on [www.lakesmotorcycleclub.com](http://www.lakesmotorcycleclub.com)

## 18. MACHINES AND RIDERS

18.1 All machines entered must comply with the current GCRs for motocross competition.

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

18.3 Change of machine may be permitted provided notification has been given to Clerk of Course in writing 30 minutes prior to the start of the event, and if the substitute machine has previously been through machine examination. Correct transponder must be fitted to machine.

## **19. RIDING NUMBERS**

- 19.1 Riding numbers will be allocated at the Promoters discretion. The first digit will be the first digit of the postcode of the competitor's state, except Northern Territory, which will be 1. Riders with registered riding numbers in their state, which commence with the appropriate postcode, will be given first preference for use of their number.
- 19.2 Prior to completing entry, please see website [www.lakesmotorcycleclub.com](http://www.lakesmotorcycleclub.com) for available numbers.  
To reserve number, contact Race Secretary via email – [JuniorAussies2010@hotmail.com](mailto:JuniorAussies2010@hotmail.com).
- 19.3 All number plates on all machines must comply with the GCRs.
- 19.4 ALL RIDERS MUST WEAR CORRESPONDING LEGIBLE BACK NUMBERS.

## **20. GRID POSITIONS**

20. Grid positions for the first final will be by peg draw, subsequent finals will be by finishing order from previous final. No 1 peg will give you first pick of the Grid; No 2 peg will give you second pick of the grid and so on. If a class has heats, all heats will be by peg draw as well as the first final in that class.

## **21. RIDERS' BRIEFING**

**A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.**

## **22. CIRCUIT DESCRIPTION**

The main track is 2000m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise. The 50cc Auto track is 1000m in length of man made construction (for Motocross) and the direction of racing is anti-clockwise.

## **23. TRACK WALK**

All participating competitors will be given the opportunity to walk the track prior to practice/racing each day from 7.30am to 8.00am. If any competitor has a safety problem with the track, they should take this up with the Clerk of Course.

## **24. FACILITIES**

A full canteen service will operate for the entirety of the event.

## **25. NOISE**

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 12.10 for details.

## **26. TYRES**

No restrictions other than be of motocross style, (no paddle tyres).

## **27. ANTI-DOPING POLICY**

26.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

26.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at MA discretion until the results of the tests are known.

## **28. ALCOHOL TESTING PROCEDURE**

All competitors and officials are advised that random breath-testing may take place during the competition.

## **29. CODE OF CONDUCT**

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at [www.ma.org.au](http://www.ma.org.au) or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

### 30. ADMISSION CHARGES

Admission is free from Saturday 25<sup>th</sup> September to Saturday 2<sup>nd</sup> October. However, donation of gold coin will be accepted with proceeds being forwarded to Westpac Rescue Helicopter.

### 31. TRANSPONDERS

Transponders are compulsory at this event. Cost is \$20 per transponder. Competitors with their own Personal AMB MX or TanX 260 transponder may use their own at a cost of \$10 per rider. Riders using their own transponder MUST supply the transponder ID number on the entry form. Riders are responsible in ensuring their own Personal transponders are adequately charged for the duration of the event.

Each machine must be fitted with a transponder.

Sharing of transponders between riders is not permitted.

Riders may share transponders between their own bikes only. It is the rider's responsibility to ensure that the transponder is on their bike for practice and racing.

To ensure transponders are sufficiently charged for the duration of the event, all hired transponders will be ready for collection Sunday morning from 7am. Hired transponders will then need to be returned at the conclusion of Day 3 and Day 5 for recharging.

The procedure for transponder collection and distribution will be:

- ❖ Hired transponders distributed Sunday 26<sup>th</sup> September from 7am prior to practice.
- ❖ Hired transponders to be returned to the designated person Tuesday 28<sup>th</sup> September after your last race.
- ❖ Hired transponders re-distributed Wednesday 29<sup>th</sup> September from 7am prior to your first race.
- ❖ Hired transponders to be returned to the designated person Thursday 30<sup>th</sup> September after your last race.
- ❖ Hired transponders re-distributed Friday 1<sup>st</sup> October from 7am prior to your first race.
- ❖ All transponders returned to the designated person after your last race Saturday 2<sup>nd</sup> October

(This is subject to change and will be advised at riders briefing if transponders are required to be returned that day)

It is your responsibility to ensure transponders are collected and returned.

Mounting brackets MUST be securely fitted to each machine. Brackets will be supplied with the distribution of transponders. Brackets must be mounted securely with cable ties (these will be supplied). Brackets supplied MUST be returned at conclusion of your racing when transponder returned.

Conditions of use:

- a) When a transponder is transferred to the competitor, it is the responsibility of the competitor to pay for any repairs or replacement cost of the transponder if damaged or lost. This includes while in transit with Australia Post or by courier. No excuse will be accepted for non-delivery. It is recommended transponders be hand delivered.
- b) It is the competitor's responsibility to ensure the transponder is mounted correctly and securely to prevent damage from fouling other components on the machine.
- c) It is the competitor's responsibility to ensure the transponder is good condition at the end of the event, or if due to machine failure or injury, before the machine leaves the pit area.
- d) All transponders must be collected and returned to the designated person/s. Each competitor's MA licence and logbook will be held by this person's and returned in exchange for the transponder.
- e) Transponders must be fitted for all practice sessions.
- f) The onus is on the guardian/rider to ensure transponders are on machines prior to the event.

### TRANSPONDER FINES

Transponders MUST be returned to the designated person IMMEDIATELY after the last race. Transponders not returned immediately will incur a fee of \$20 per day until the transponder is returned and the rider's competition licence SUSPENDED until paid. Transponders not returned within 5 days of the conclusion of the event will result in an invoice for the full replacement cost, with the rider's competition licence suspended until paid with fines payable to RCB. This condition applies to non-return of brackets. There will be NO exceptions, please ensure your transponder is returned. Parents/Guardians of injured riders leaving the venue should advise the Race Secretary as soon as possible.

### 32. CAMPING

Limited camping will be available. Check Lake Macquarie website for details

### 33. BIKE WASH

A bike wash facility for up to 10 bikes is situated in the pit area. Competitors are required to provide their own pressure washers and hoses.

### **34. PIT BOARDS**

As per GCR's 12.11.3.1(c), signals are not permitted in junior competition.

### **35. FLAG MARSHALLS**

Flag marshals will be supplied by the Lake Macquarie Motorcycle Club at a cost of \$50 per rider. All participants MAY supply a volunteer, however this is not compulsory but will be much appreciated.

### **36. PIT SITES**

Premium pit sites will be available by prior arrangement and fee.  
Please see website [www.lakesmotorcycleclub.com](http://www.lakesmotorcycleclub.com).  
Riders not wishing to purchase a premium pit site will be allocated one site per rider.

### **37. NOTE**

Officials of the meeting will give special attention to "trick" riding such as whipping, hands off handlebars or feet off foot pegs. Competitors seen riding in these, or any dangerous manner, will be dealt with under GCR 4.3.2

## **2010 INTERSTATE CUP CHALLENGE**

### **FORMAT:**

Each state is to choose a team of eight (8) junior competitors from a minimum of four (4) different classes to compete for the Interstate Cup Challenge. Each competitor must be entered for the 2010 Honda Australian Junior Motocross Championship, prior to the closing date. Team members must be names and the Race Secretary be informed by the end of practice.

### **SCORING:**

Each competitor will be scored as per GCR 12.14.0.1 in his or her own classes.  
At the end of the 2010 Honda Australian Junior Motocross Championships, the highest point scoring six (6) team members from each state will have their final placing rescored using GCR 12.14.0.1 and the points added together to give an overall score.  
The state with the highest overall team score will be deemed the winners of the 2010 Interstate Cup Challenge.

### **AWARDS:**

A Perpetual Trophy will be awarded to the winning state, with each member of the team receiving a participation memento. These will be awarded at the presentation night.



2010 Honda Australian Juniors Motocross  
Championship  
25<sup>th</sup> September – 2<sup>nd</sup> October 2010  
Awaba MVRG



## ENTRY FORM

Entries Close: 30<sup>th</sup> August 2010  
Send to: Margaret Davenport  
PO Box 224  
St Clair, NSW 2759

Office Use Only:  
Allocated Rider No:

### RIDER DETAILS

Rider's First Name: \_\_\_\_\_ Rider's Surname: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Next of Kin: \_\_\_\_\_ Next of Kin Tel: \_\_\_\_\_  
Rider's MA Lic. No.: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Grade: \_\_\_\_\_ 1<sup>st</sup> Preferred No. Plate: \_\_\_\_\_ 2<sup>nd</sup> Preferred No. Plate: \_\_\_\_\_

### QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

The Goods and Services Tax (GST) affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

I am a professional rider and my ABN is: \_\_\_\_\_  Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

### Must be completed by all competitors/entrants

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCR's of MA and these Supplementary Regulations.

Rider's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Entrant's Name: \_\_\_\_\_ Entrant No.: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

### ENTRY FEE: \$175 PER CHAMPIONSHIP CLASS, \$110 PER EXTRA CLASS

Classes	Machine details and capacity	Machine engine number	Rider Age	Entry Fee
50cc Auto			7 to under 9 years	
65cc Solo			7 to under 9 years	
65cc Solo			9 to under 11 years	
65cc Solo			11 to under 13 years	
85cc Solo 2 stroke Standard Wheels			9 to under 12 years	
150cc Solo 4 stroke Standard Wheels			9 to under 12 years	
85cc Solo 2 stroke Standard & Big Wheels			12 to under 14 years	
150cc Solo 4 stroke Standard & Big Wheels			12 to under 14 years	
85cc Solo 2 stroke Standard & Big Wheels			14 to under 16 years	
150cc Solo 4 stroke Standard & Big Wheels			14 to under 16 years	
100-150cc Solo 2 stroke			13 to under 15 years	
200-250cc Solo 4 stroke			13 to under 15 years	
100-150cc Solo 2 stroke			15 years	
200-250cc Solo 4 stroke			15 years	
Female 85cc Solo 2 stroke & 150cc 4 stroke Standard & Big Wheels			12 to under 16 years	
Female 100-150cc Solo 2 stroke & 200-250cc Solo 4 stroke			13 to under 16 years	
<b>MA LEVY</b>				<b>\$22</b>
<b>Transponder Hire</b> (\$20 per transponder)				
<b>Transponder Fee if own supplied</b> (\$10 per transponder)	Transponder # _____ Transponder # _____			
<b>Do you need a pit site allocated</b>	Yes/No			
<b>Marshal Levy</b>				<b>\$50</b>
<b>Presentation Night</b>	# Adults: _____ # Children: _____			
<b>Total Entry Fee</b>				

**VOLUNTEERS:**

All participants MAY supply a volunteer at the 2010 Honda Australian Junior Motocross Championship, 25<sup>th</sup> September to 2<sup>nd</sup> October 2010  
We thank you for your offer to help, however this is not compulsory but will be much appreciated.  
Please fill in your details below and return with your entry form.

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_

City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_

Rider Name: \_\_\_\_\_ Rider Number: \_\_\_\_\_

	NAME	Official's Lic # (if applicable)	Expiry Date	Official Level
LAP SCORER				
SCRUTINEER				
STARTER				
FINISHER				
CANTEEN				

**PAYMENT (cheque, credit card or money order)**  
Make payment to: Lake Macquarie Motor Bike Club ABN: N/A

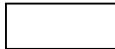
**Office Use Only**

Date Received:	Money Received:	Drawer Details:	Amount Paid:	Pit Site Number:
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# PARTICIPANT DECLARATION

MA  
147 Montague St. Sth. Melb. Vic. 3205  
03 9684 0500. 03 9684 0555 fax



## CONTRACT TO PARTICIPATE IN THE 2010 Honda Australian Junior Motocross Championship

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

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

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

### 2. DEFINITIONS

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

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

I ACKNOWLEDGE that:

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

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

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

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

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

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

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

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

### 5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - i) that I participate in the meeting at my sole risk and responsibility;
  - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
  - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- c. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- d. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 6. MEDICAL

- a. 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.
- b. 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 Lake Macquarie Motor Bike Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Lake Macquarie Motor Bike Club, MA and 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 Lake Macquarie Motor Bike Club by contacting Lake Macquarie Motor Bike Club at PO Box 224, St Clair 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.

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

- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
  - c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

### 9. POLICIES AND REGULATIONS

- a. I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- b. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

### 10. RIGHT TO USE IMAGE

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

### SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) MNSW
- 4) Lake Macquarie Motor Bike Club
- 5) Lake Macquarie Motor Bike Club
- 6) National Parks
- 7) Honda Australia
- 8) Pink First Aid Services
- 9)
- 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:

25<sup>th</sup> September to 2<sup>nd</sup> October 2010

### SCHEDULE 3:

Awaba MVRG

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

**SIGN  
HERE**

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

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

### 12. 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: \_\_\_\_\_