

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

MOTORCYCLING AUSTRALIA

CONTRACT TO PARTICIPATE IN MOTORCYCLE RACING EVENT AND / OR ACTIVITY

1. I _____ (riders name)

Licence No.: _____ Licence Expiry Date: _____

I _____ (passengers name)

Licence No.: _____ Licence Expiry Date: _____

HEREBY AGREE with the persons, organizations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the organiser") that I am by this agreement entitled to participate in the motorcycle activity/race meeting listed in Schedule 2 (hereinafter called "the race meeting") at the venue listed in Schedule 3 (hereinafter called "the venue") on the terms and conditions set out in this document.

ACKNOWLEDGMENT OF RISKS, DANGERS AND OBLIGATIONS

2. I ACKNOWLEDGE that the sport of motorcycle racing is dangerous and that by engaging in the sport and participating in the race meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:

- a) that I may be injured, physically or mentally, and may be killed;
- b) that my machinery or equipment may be damaged, lost or destroyed;
- c) that other competitors may ride dangerously or with lack of skill;
- d) that track or event conditions may be hazardous and may vary without warning or predictability;
- e) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of race meetings are frequently obliged to make decisions under pressure of time and/or events;
- f) that any policy of insurance of or in respect of my life or physical or mental health may be avoided;
- g) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
- h) that I have an obligation to myself and others to compete safely and within the rules of competition.

INDEMNITY GIVEN TO ORGANISERS

3. IN CONSIDERATION of the acceptance of me as an entrant in the race meeting I AGREE TO INDEMNIFY the organisers and each of them in the following manner:

- a) that I participate in the race meeting at my sole risk and responsibility;
- b) that I accept the venue as it stands with all 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 me or on my behalf or by other parties for or in respect of or arising out of my death or any injury, loss or damage caused to me or to my machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

SCHEDULES

Schedule 1

- 1) Federation Internationale Motorcycliste
- 2) Motorcycling Australia Ltd.
- 3) Motorcycling Victoria Ltd.
- 4) Preston Motorcycle Club Inc.
- 5) Winton Motor Raceway P/L. (Land Owner)

Schedule 2 2010 Victorian Road Race Series - Round 3 & Australian Sidecar Championship Round 2 & Troy Corser Agencies Metrakit GP Series Round 3 & Vic Junior Series Round 3. (17th – 18th July 2010)

Schedule 3 Winton Motor Raceway, Winton.

RIDER'S SIGNATURE _____ PASSENGER'S SIGNATURE _____

DATED ____ / ____ / ____

DATED ____ / ____ / ____

THIRD PARTY INDEMNITY WHERE ENTRANT IS UNDER 18 YEARS OF AGE

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

- a) that I/we have read the whole of this document and understand it;
- b) that I/we consent to the entrant participating in the race meeting; AND
- c) that I/we are aware of the risks, dangers and obligations set out in clause 2 hereof:

5. In consideration of the entrant being accepted as an entrant in the race meeting I/WE HEREBY INDEMNIFY the organisers in the same manner and to the same effect as if I/we were the entrant.

Dated: ____ / ____ / ____

Parent\Guardian's Signature: _____