



SUPPLEMENTARY REGULATIONS

2017 Victorian Junior Motocross Championships



MEETING NAME

2017 Victorian Junior Motocross
Championships

VENUE

As per "ANNOUNCEMENT"

DATE

As per "ANNOUNCEMENT"

PROMOTER

MVMX Management Committee

TRACK LICENCE NUMBER

As per "ANNOUNCEMENT"

PERMIT NUMBER

As per "ANNOUNCEMENT"

RACE SECRETARY

Christine Windham

EMAIL ADDRESS

mxjunior@motorcyclingvic.com.au

CONTACT NUMBER/S

0407 374 050 (7:30pm – 9.00pm)

STEWARD

Round 1 Craig Windham
Round 2 Rodney Goulet
Round 3 Craig Windham
Round 4 Gavin Dunn

CLERK OF COURSE

Rodney McGee
Craig Windham
Rodney McGee
Craig Windham

1. ANNOUNCEMENT

The MVMX Management Committee hereinafter called the PROMOTER, will conduct the 2017 Victorian Junior Motocross Championships at the following Venues on the following Dates:

Rd 1	25 th & 26 th March	Permit No: 07495	Cobram BJMCC	Track Licence No: 231
Rd 2	29 th & 30 th April	Permit No: 07496	Colac MCC	Track Licence No: 246
Rd 3	10 th & 11 th June	Permit No: 07497	Rosebud MCC	Track Licence No: 182
Rd 4	22 nd & 23 rd July	Permit No: 07498	Dandenong	Track Licence No: 261

NOTE: Track Licence Numbers are current as of time of publishing (8th March 2017)

2. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCR's) of Motorcycling Australia (MA), the by-laws of MV, these Supplementary Regulations and any final instructions issued by the stewards of the meeting.

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

3. ENTRIES

Entries will be accepted forthwith from current MA Junior National (JNA) competition licence holders for the Championship classes. Current competition licences must be produced at sign in. **NO EXCEPTIONS. Junior Log books must be produced showing competency on bikes. These books maybe held by the promoter during the event and returned at the completion of the riders commitments to the event.**

First bike entry \$100.00 per round

Extra bike entry fee is \$68.00 per bike per round

**** Do not add to entry fee**

Included in this fee is, \$12.00 Riders Levy (collected on behalf of MV), \$25 Medical levy (collected on behalf of the medical supplier for first bike entry) and \$5.00 gate entry, \$10 flag levy (both collected on behalf of the participating clubs)

Second bike entry fee also includes \$25 Medical levy (collected on behalf of the medical supplier) and \$10 flag levy (collected on behalf of the participating club).

Entries will only be received **online** through Cloud entries **NO EXCEPTIONS** It is the riders responsibility to complete the information correctly online to be eligible for that class. Default of payment thru PayPal will void any entry for that rider for that event. There is a surcharge of \$3.50 entering on line

ENTRY PAYMENTS DEFAULTED FROM ONLINE ENTRY WILL RESULT IN A \$100 LATE FEE.

View entrants list on the MV Website Tuesday prior to race meeting

NOTE: Entries close on

Rd 1 – **Monday 20th March 2017 at 7.00pm**

Rd 2 – **Monday 24th April 2017 at 7.00pm**

Rd 3 – **Monday 5th June 2017 at 7.00pm**

Rd 4 – **Monday 17th July 2017 at 7.00pm**

Please ensure that you have entered well before the closing time to allow your entry to progress to completion prior to the closing time.

Entries will reopen after the nominated closing time of **7pm** and will close on Wednesday at 23.59pm. Entries received online during this extended time will incur a **\$100** Late Fee, and the rider will not be published in the programme. Payment of entry must be completed before 7pm on Monday evening to ensure late fee penalty is not incurred.

REFUNDS:

An entry fee will be credited to your PayPal account if a Rider / Parent informs the Race Secretary in writing (email mxjunior@motorcyclingvic.com.au) within 24 hours prior of event start. Event start is at 7am.

A cheque refund will only be issued in the case of an injury that disables the rider from participating in any events Motocross Management conducts and a medical certificate will be required stating that the rider is unfit to participate

A \$25.00 administration fee will apply to all refunds.

If a rider participates in the race meeting, which includes practice and then wishes to withdraw from the event for any reason – no refunds will be given.

4. ADMISSION FEES

Riders admission fee is included in Race Entry fee. Entry to venue after 8am may incur a charge by the Host Club.

5. MEDICAL SERVICES

Event Aid Pty Ltd will be in attendance from the entirety of each round. Riders will be required to present the medical history form at their first round entered. This form will be emailed with the final instructions or available on the MV website within the MX discipline section.

6. SIGN IN

Sign in for the abovementioned events will take place from 6.45am to 8:00am Saturday & Sunday, unless advised differently in Final Instructions.

Riders must present the self-scrutineering form at sign on with all details completed. This must be done for all bikes including spare/practice bikes entering the classes to be held that day. The self-scrutineering form will be emailed along with the final instructions for each event or can be found on the MV website in the MX discipline section. Riders must also present their helmets at sign on.

If a rider is riding both days this form must be completed and presented each day

Final instructions are emailed to all entrants via their nominated cloud entry email information the Wednesday prior to the event. Riders please ensure this email information is correct so instructions are received.

Riders under the age of 18 MUST have their parent/legal guardian present with that at sign in, if not accompanied by parents, must have a Guardianship Form filled out prior to the event and presented at Sign In. The guardian must be over 18 years and have ID.

Riders will be issued with only one wrist band for the person to accompany them on the start line. Spectators without a band are not allowed on the start line. If riders are passing this band to their coach, NO other person is allowed to be on the start, or able to be this riders representative in any decisions with regard to that rider. If a coach is being allocated the wrist band, the riders parent/guardian is to sign in for this purpose. Any breach of this may result in monetary or time penalty applied to the rider. Regular breach may result in the rider being excluded from the event.

7. RIDERS BRIEFING

Attendance at the Riders Briefing is compulsory. All riders must be present for roll call. Fines will be imposed if riders are not present and riders will be excluded from riding until fine is paid. The Riders Briefing will take place Saturday & Sunday at 8:15am, unless advised differently in Final Instructions.

8. MINIMUM ENTRIES

A minimum of eight (8) entries to constitute a class or at the discretion of Motocross Management.

Management may combine classes if numbers are low, double gate drops maybe an option.

9. CORNER DUTY

All clubs will be responsible for providing a representative over the age of sixteen years to carry out Corner Duties during the meetings. All riders will be required to pay a flag levy of \$10.00 per bike, payable at time of entry through cloud entries.

10. GRID POSITIONS

Peg selection for first race at the first round, then in order of finishing from previous race. Grid Preference for first race following each round will be decided from the overall positions from the last round, then in order of finishing for grid preference from races that day.

11. PERSONAL TRANSPONDERS

Personal Transponders will be used. It is the Riders/entrant responsibility to have transponder charged at fitted to the motorcycle. Transponders must be fitted for practice. **No working transponder = No points**

Transponder number must be on entry form. To purchase your Personal Transponder please visit MV website for further information.

Motocross Management has a **limited** amount of transponders available for hire. Please indicate on the entry form if you wish to hire transponder. Hire is \$25 for the event.

12. MACHINE EXAMINATION AND EQUIPMENT

All machines must comply with the 2017 GCRs

Scrutineering for all competitors will be conducted under the self-scrutineering criteria approved in conjunction with MA and adopted as per GCR 12.7.0.2. Riders must nominate on the form provided within the final instructions, or the MV website all bikes they have entered for the classes on that day, this includes spare bikes. All information must be completed on the forms. Incomplete forms will not be accepted. These forms are to be presented along with Helmets at scrutineering/sign on. Random full eligibility checks of machinery and equipment will take place during the meeting. These forms will not be available for riders to complete on the day, they must be completed prior.

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. 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 rule will result in automatic exclusion from the event results.

Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will have this process take place at the venue 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 rule will result in automatic exclusion from the events results.

Scrutineering/Sign on will take place Saturday and Sunday 6.45am to 8.00am

Motorcycles:

Closed Pits : dependant on club requirements if closed pits all bikes are to be kept in the pit area at all times when not being used for competition. Unless permission to remove the motorcycle has been granted by the Steward of the meeting. **No Open Toe** footwear is allowed within this pit area.

Paddock / Open Area. : Bikes are to be kept in the paddock area at all times when not being used for competition. Should a riders bike be requested to be presented to the Steward or Clerk of Course this is to be carried out immediately.

The immediate Pre-Grid/Start Gate area will be deemed as the pit area and **No Open Toe** footwear is allowed within this area.

As per rule 12.7.0.4 within the 2017 Manual of Motorcycle Sport - it is the riders, entrants and mechanics responsibility to ensure that their equipment is compliant for the class they are competing in.

All Helmet's must comply within the 2017 Manual of Motorcycle Sport.

Commercial body armour can be worn either over or under a riders clothing. Riders must display a legible back number at all times.

13. NOISE TESTING

Noise emissions must comply with rules 12.22.1.1 in the 2017 Manual of Motorcycle Sport and noise emissions must not exceed 112 dB (A) with a 2 dB (A) allowance. Noise testing will be carried out according to 12.22 in the 2017 Manual of Motorcycle Sport.

14. NUMBERS & NUMBERPLATES

Must comply with the *2017 Manual of Motorcycle Sport*.

All riders must run their MV allocated number, riders may be excluded from meeting if number is incorrect.

Back Numbers: All competitors must wear a corresponding and legible back number at all times when practicing or competing.

Under 9 years – Mid Blue background, White numbers

9 to Under 12 years – Canary Yellow background, Black numbers

12 to Under 14 years – Mail Box Red background, White numbers

14 to Under 16 years – Black background, Yellow numbers

15. CHANGE OF MOTORCYCLES

A change of motorcycle may be permitted prior to the start of a race or at the discretion of the Clerk of Course. The change must be in writing and approval obtained by the Steward or Clerk of Course.

16. AWARDS

1st, 2nd and 3rd placing will receive an award for each round, **presentation for round one will be prior to riders briefing Saturday and Sunday , and the same for all other rounds except for round four which will be at the conclusion of that round**

1st, 2nd, 3rd overall trophies presented at the Presentation night on 17th September 2017 at Ultima Function Centre. Booking will be via cloud entries, and will be advised at a later date when they are open

17. CLASSES & RACE DURATION

12 – U16	Girls combined 85cc/150cc 2st 150/250cc 4st	8min + lap x 3
13 – U16	100cc - 125cc 2st A, B, C	A grade - 15 min + 1 lap x 3 B & C grade – 10 min + 1 lap x 3
13 – U16	128cc - 150cc 2 st /200cc - 250cc 4 Stk A, B C	A grade - 15 min + 1 lap x 3 B & C grade – 10 min + 1 lap x 3
12 – U16	85/80cc 2 stk &150cc 4st sw/bw A, B, C	10 min + 1 lap x 3
9 – U12	85/80cc 2st & 150cc 4st sw A, B, C	10 min + 1 lap x 3
7 – U12	65cc A, B, C	7 min + 1 lap x 3
7 - U9	50cc Auto Div 2	7 min + 1 lap x 3

Riders competing within the 7 – u9 50cc Div 2 class are also eligible to compete in the 65cc class on the appropriate bike for that class.

Should a classes entries fall below 6, classes maybe combined and a double gate drop for start may occur.

Interstate and Enduro riders please note the following clause in Motocross Managements Policy's and Procedures:

4.8 Interstate competitors competing in any of the Victorian Championships are graded to A grade, or graded at the discretion of Motocross Management. However if the competitor or competitor representative request a lower grade, this is possible but they must be made aware that.

4.9 Enduro riders are to be graded to B grade, however if the competitor or competitor representative requests a higher/lower grade, this is possible but they must be made aware that Motocross Management reserves the right to regrade them at any time during the series and any points earned within that time will not be transferable.

4.10 Motocross Management reserves the right to regrade any rider at any time during the series and any points earned within that time will not be transferable

Should an Interstate and Enduro riders number clash with an MV rider number the visiting rider will be required to change their numbers and maintain that number as advised for the entire series.

PRACTICE AND RACE STARTING TIMES ADVISED AT RIDERS BRIEFING.

18. POINTS

Points will accumulate. The point scoring system is as per the 2017 Manual of Motorcycle Sport – 1st 35, 2nd 32, 3rd 30, 4th 28, 5th 26, then from 6th to 30th decreasing by one.

19. FORMAT FOR EVENT

Grade	Round 1 Cobram	Round 2 Colac	Round 3 Rosebud	Round 4 Wonthaggi
50cc Div 2	Sunday	Saturday	Sunday	Saturday
65cc 7-u12	Saturday	Sunday	Saturday	Sunday
85cc SW 9-u12	Sunday	Saturday	Sunday	Saturday
85cc SW/BW 12-u16	Saturday	Sunday	Saturday	Sunday
125cc 13-u16	Sunday	Saturday	Sunday	Saturday
250cc 13-u16	Saturday	Sunday	Saturday	Sunday
Girls 85 to 250 12 – u 16	Sunday	Saturday	Sunday	Saturday

20. RIDING THE TRACK PRIOR TO THE EVENT

No competitor may enter the track for practicing on any of the eight (8) days immediately preceding the event other than the official press day.

21. **EYEWEAR** Riders are reminded that tear offs are banned for all Off Road related disciplines see Appendix A Protective Clothing/Equipment 7.2, and 7.2.0.1

22. CAMPING

Please contact the Host Club for camping details or see the final instructions on the MV website Tuesday prior to the event. Camping fees are up to \$15 per vehicle per night.

23. CATERING

Full catering will be available

24. CODE OF CONDUCT

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

25. PHOTOGRAPHERS

All photographers are to be professionals, meet the Media criteria and be accredited by MX Management (mxsecretary@motorcyclingvic.com.au). Any person on the track without accreditation will be asked to leave, repeat offenders will be fined or rider penalized.

26. RIDING OF MOTORCYCLES

The riding of any competing motorcycles in the pits or car park or camping area is not permitted. Infringing riders will be brought before the stewards of the meeting. Any offender may be fined \$50.00, which must be paid before any further participation is permitted. No pit bikes or non - competing motorcycles are permitted to be ridden at any time at the venue.

GENERAL

1. **Noise:** Noise emission must comply with Rules in the 2017 Manual of Motor Sport and not exceed listed decibel levels in the Manual
2. **Numbers & Numberplates:** Must comply with the 2017 *Manual of Motorcycle Sport*. **All riders must run their MV allocated number. Riders may be excluded from meeting if number is incorrect**
3. **Change of Motorcycle:** A change of motorcycle may be permitted prior to the start of a race or at the discretion of the Clerk of Course. The change of motorcycle must be in writing and approval obtained by the Steward or Clerk of Course
4. **Back Numbers:** All competitors must wear a corresponding and legible back number at all times when practicing or competing. Back Number must be contrasting colours and clearly visible from 40 meters. **NO BACK NUMBER = NO POINTS**
5. **Points Score:** As per 2017 *Manual of Motorcycle Sport*.
6. **Riding of Motorcycles:** The riding of any competing motorcycles in the pits or car park or camping area is not permitted. Infringing riders will be brought before the stewards of the meeting. Any offender may be fined \$50.00, which must be paid before any further participation is permitted. No pit bikes or non - competing motorcycles are permitted to be ridden at any time at the venue.
7. **No Hassle Policy:** Any rider, entrant or person associated with a rider or entrant shall conduct themselves in an orderly manner in any dealings whatsoever, with any official of the meeting. A rider shall be responsible for his/her own conduct and that of any person with whom he/she is associated who abuses or threatens in any manner, either verbally or physically, any official. Penalties, which may be imposed by the stewards for breach, include reprimand or warning. Minimum \$50.00 fine or exclusion from the meeting.
8. **Abandonment:** In the event of the meeting being abandoned due to circumstances beyond the control of the promoters before racing commences, entry fees will be returned, less a \$20.00 fee per entry to cover administration costs. Once the competition has commenced only the stewards of the meeting have the authority to abandon the meeting and their decision shall be final. In such cases the Stewards will rule on the results according to the circumstances. Entries maybe transferred to the rescheduled date if this is to occur
9. **Bicycles:** Bicycles are not permitted in the pits or on the racing circuit. No Pit Bikes will be allowed anywhere at this complex.
10. **Animals:** Are not permitted into the grounds. Seeing Eye dogs are permitted.
11. **Motorcycles:** Are to be kept in the pit area at all times when not being used for competition. Unless permission to remove the motorcycle has been granted by the stewards of the meeting. Any motorcycle removed from the pit area without permission of the stewards, will be deemed to have withdrawn from the competition.
12. **Reservations:** The Stewards of the meeting reserve the right to alter, postpone or cancel all or part of the events program.
13. **Unauthorised:** Persons are prohibited from entering the track infield area. Such unauthorised persons will be removed from prohibited areas.
14. **IMPORTANT NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS: CAPITAL BENEFITS INSURANCE IS APPLICABLE TO ALL RIDERS WITH A CURRENT LICENCE.**

It is conditional upon acceptance of this entry that it is fully understood by the rider/entrant/parent/guardian to arrange personal injury and ambulance transportation insurance cover in case you should require the same during the running of this competition.

15. **RIDERS INSURANCE:** The Motorcycling Australia Insurance Scheme provides: As per *2017 Manual of Motorcycle Sport*.

TRACK LOCATIONS

Club	Track address	Web site
Cobram	Pye Road, Cobram	
Colac Motorcycle Club	Westwood Track Barongrook. Directions to track on website	www.foxsportspulse.com/assoc_page.cgi?assoc=6834&pID=1
Rosebud & District Motorcycle Club	Long Point Road Reserve, Cape Schank, VIC	www.rdmcc.com.au
Dandenong MCC	West Area Rd Wonthaggi Directions to track on website	www.dmcc.com.au

TO REGISTER FOR ONLINE ENTRY: GO TO www.cloudentries.com.au

CONTRACT TO PARTICIPATE IN THE 2017 VICTORIAN JUNIOR CHAMPIONSHIPS

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]

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.
- 6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- 7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

8. 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.
- 9. I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

10. PRIVACY

I hereby consent to the collection of my personal information by the Motocross Management, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Motocross Management, 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 Motocross Management by contacting Motocross Management at Suite 125/9 Hall Street Port Melbourne VIC 3207 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:
 - a) I ACKNOWLEDGE that:
 - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and

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

12. POLICIES AND REGULATIONS

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

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Motocross Management
- 5) Cobram Border Junder Motorcycle Club, Colac Motorcycle Club, Rosebud Motorcycle club, Dandenong Motorcycle Club
- 6) Land Owners
- 7)
- 8) Event Aid Pty Ltd
- 9) Event Sponsors
- 10)
- 11) 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
- 12) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

- 2017 Victorian Junior Championships
- Rd 1 25th & 2th March 2017
- Rd 2 29th & 30th April 2017
- Rd 3 10th & 11th June 2017
- Rd 4 22nd & 23rd July 2017

SCHEDULE 3:

- Cobram Border Junior motorcycle Club, Colac Motorcycle Club, Rosebud Motorcycle Club, Dandenong Motorcycle Club.

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

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:** _____

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:** _____



1. I _____ of _____ am the parent or legal guardian of _____ ("Minor"). The Minor wishes to enter _____ ("Event") conducted by the parties in Schedule 1 below ("Organisers") 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 presence of:) [signature of parent or legal guardian]
 _____)
 [print witness name] [signature of witness]
 Date : _____

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