



## SUPPLEMENTARY REGULATIONS

### 2016 Skylift Hire & Rental Summer Short Track Series



#### MEETING NAME

2016 Skylift Hire & Rental  
Summer Short Track Series

#### VENUE

Diamond Park, Lincoln Causeway  
Wodonga Victoria

#### DATE

Round 1: 9th January 2016  
Round 2: 30th January 2016  
Round 3: 13th February 2016

#### PROMOTER

Albury-Wodonga Motorcycle Club

#### TRACK LICENCE NUMBER

00191

#### PERMIT NUMBER

05778, 05779, 05780

#### RACE SECRETARY

Christine Windham

#### ADDRESS

PO Box 201  
Albury NSW 2640

#### CONTACT NUMBER/S

Shane Clare 0401 152 498  
Travis Gow 0427 595 242

#### STEWARD

Craig Windham

#### CLERK OF COURSE

Tony Bolin

#### 1. ANNOUNCEMENT

The Albury-Wodonga Motorcycle Club, hereinafter called the PROMOTER, will conduct the **2016 Skylift Hire & Rental Summer Short Track Series** on 9th January, 30th January and 13th February.

#### 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 Senior National (SNA) and MA Junior National (JNA) competition licence holders. Current competition licence and current club membership card must be produced at sign in. **NO EXCEPTIONS.**

##### 3.1 Entry Fees per class:

CATEGORY	SERIES ENTRY	PER ROUND
Junior Solo	\$140	\$55
Senior Solo	\$170	\$70
Each additional class	\$10	\$15

**Motorcycling Victoria Riders Levy of \$11 per rider per event is additional to above entry fees.**

**NOTE:** Riders can enter at first round for full series or can enter round by round (premium applies for round by round entries). Entries will be taken on the day of each event commencing at 2.00pm and closing at 4.30pm.

#### 4. ADMISSION FEES

Admission fees to the event will be as follows:

Adults: \$10 per person  
Pensioners: \$5 per person  
Children 12-U16: \$5  
Family Pass: \$25 (parents & children)  
Children under 12 years are free.

Each entry will entitle admission of the Rider and one Mechanic for free. All other attendees will be required to pay admission. Rider and maximum of two licensed Mechanics will be issued with wrist bands at sign-on. Wrist bands will be required for admission to pits.

#### 5. MEDICAL SERVICES

Event Medical Team will be in attendance from the entirety of the event.

#### 6. SIGN IN

Sign in for the abovementioned event will take place from 2.00pm until 4.30pm on each race day. Current competition licenses must be presented at sign on.

#### 7. RIDERS BRIEFING

Attendance at the Riders Briefing is compulsory. The Riders Briefings will take place at 5.00pm on each race day which ALL competitors MUST attend. Rider briefing sheets must be signed by the competitors as proof of attendance. Parents/ guardians must sign the riders briefing sheets for competitors under the age of 18 years.

#### 8. TEMPORARY GUARDIAN

Riders under the age of 18, 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.

#### 9. MINIMUM ENTRIES

Minimum six (6) solo entries to constitute a class. Grades may be combined with higher or lower grade if insufficient entries are received to constitute a class.

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 will be at the discretion of the Club, subject to MV approval.

#### 10. GRID POSITIONS

Grid positions for all heats and rounds will be determined by peg selection at the dummy grid.

#### 11. MACHINE EXAMINATION

Machine examination will commence at 2.30pm and conclude at 4.45pm on each race day. All machines must comply with the 2016 GCR's

Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing

Helmets and back protectors must be presented at scrutineering. 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,

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 Stewart 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 this matter being referred to the Clerk of Course for further action.

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. Failure to comply with this regulation will result in the matter being referred to the Clerk of Course for further action.

#### 12. AWARDS

All Junior & Senior classes will receive a trophy for 1st, 2nd and 3rd in each class based on overall series points.

#### 13. CAMPING

Camping is permitted at the facility.

#### 14. 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 behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

#### 15. TIMETABLE FOR EVENT

<b>Saturday 9th January 2016</b>	Gates Open	2.00pm
<b>Saturday 30th January 2016</b>	Sign In	2:00pm – 4.30pm
<b>Saturday 13th February 2016</b>	Machine Examination	2.30pm – 4.45pm
	Riders Briefing	5.00pm
	Practice	5:15pm – 6:15pm
	Racing Starts	6.30pm
	Presentation on track at conclusion of meeting.	

#### 16. VENUE DESCRIPTION

Track length is 350 metres

Track surface is decomposed granite

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

#### 17. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward:	Craig Windham
Clerk of Course:	Tony Bolin
Race Secretary:	Christine Windham

#### 18. INSURANCE

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

Ambulance Insurance is compulsory for licensees. It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

#### 19. STARTS

Clutch starts from behind Speedway start tapes. A green light will be displayed to riders, then tapes will rise within 3 to 5 seconds.

#### 20. RACE FORMAT

Practice will be three laps for each class entered. Qualifying heats are round racing will be four laps. Finals will be four laps. Each class will be conducted over three rounds of qualifying heats, with a recharge and a final. Where there is one full grid or less, racing will be conducted over four rounds. Points will be tallied across all three series rounds to determine overall class results.

#### 21. GST

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

#### 22. MACHINES AND RIDERS

---

All machines entered must comply with GCRs for dirt track competition.

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

Change of machine may be permitted in writing to the Clerk of Course and with the approval of the MA Steward at least 15 mins prior to the start of the event in which the substitution is requested. Substitute machine must have passed the machine examination, be eligible for the class and replace a machine that cannot be reasonably repaired. Machine substitute will only be permitted in heats and not in finals.

Scrutineered machines must remain in the pit area at all times between races and can only be removed at the conclusion of the event or with the permission of the COC. Failure to comply will result in exclusion from the meeting.

The first four place getters must remain impounded in the selected area at the conclusion of the meeting for a period of 30 mins to allow for eligibility protest to occur. During this time, no machine in the classes impounded shall be removed from the selected area. Failure to comply with this regulation will result in the matter being refereed to the COC for further action.

### 23. RIDING NUMBER

All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required scrutineering decal.

All competitors must wear a corresponding and legible back number at all times when practicing or competing. See GCRs 12.6.5.

### 24. TRACK WALK

All participating competitors will be given the opportunity to walk the track prior to any on track participation.

### 25. CANTEEN FACILITIES

Canteen facilities will be open from 5.00pm on all race days.

### 26. NOISE

Noise testing will take place at any time at the decision of the Chief Scrutineer or the Clerk of Course. Refer to GCRs.

### 27. TYRES

No knobby tyres are allowed on the rear of any machine over 85cc 2 stk & 150 cc 4 stk.

### 28. ANTI-DOPING POLICY

All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-doping policy, as carried out but the Australian Sports Anti-Doping Authority. Refer to GCRs for details.

If any doubt exists over banned substance it is recommended competitors contact the Drugs in Sports Hotline- 1800 020 506. When drug testing takes place, the payment of prize money or awards may be delayed at MA's discretion until the results of the test are known.

### 29. ALCOHOL TESTING PROCEDURE

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

### 30. FUEL

Refer to GRCs. Random fuel testing may be carried out throughout the event by Motorcycling Australia Officials.

### 31. ENVIRONMENTAL PROTECTION

A protective matting or catch tray must be placed underneath the engine/ gearbox and fuel tank of any machine while parked in pit area.

### 32. CODE OF CONDUCT

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

### 33. CLASSES OF COMPETITION

#### JUNIOR CLASSES:

50cc 7-U9 Auto Division 2
65cc 7-U9
65cc 9-U13
85cc 2 stk & 150cc 4stk 9-U11
85cc 2 stk & 150 cc 4 stk 11-U13
85cc 2 stk & 150 cc 4 stk 13-U16
100cc-150cc 2stk & 200cc- 250cc 4 stk 13-U16 (MX & Slider)

#### SENIOR CLASSES:

Pro 250 (100cc-150cc 2 stk & 200 cc-250cc 4 stk) - (Unlimited MX & Slider)
Pro 450 (250cc 2 stk & 450cc 4 stk)
Pro Open (Unlimited MX & Slider)
Veteran 40yrs & Over (Unlimited)
Pre 1990 Open (Unlimited MX)
Pro Open Womens

## **GENERAL:**

1. **Noise:** Noise emissions must comply with the *2016 Manual of Motorcycle Sport* and not exceed 96dB (A).
  2. **Numbers & Numberplates:** Must comply with the *2016 Manual of Motorcycle Sport*.
  3. **Change of Motorcycle:** A change of motorcycle may be permitted up to 15 minutes before the start of the race provided that the notice is in writing and handed to the secretary of the meeting and approval obtained by the stewards.
  4. **Back Numbers:** All competitors must wear a corresponding and legible back number at all times when practicing or competing.
  5. **Points Score:** As per *2016 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 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.
  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.  
**RIDERS INSURANCE:** The Motorcycling Australia Insurance Scheme provides: As per *2016 Manual of Motorcycle Sport*.
-



**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** 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 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 capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- "**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:**

- 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:
  - that I may be injured, physically or mentally, and may be killed;
  - 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 without warning or predictability;
  - 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/for events;
  - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - that I have an obligation to myself and to others to act safely and 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 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 extent permitted by law;
- 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:

- 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 exposed;
  - 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.
- 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.
- 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.
- 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.

- 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 Albury-Wodonga MCC, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Albury-Wodonga MCC, 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 Albury-Wodonga MCC by contacting Albury-Wodonga MCC at PO Box 201, Albury, NSW, 2640 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:

- I ACKNOWLEDGE that:**
  - 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 accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION** of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - 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 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;
  - 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 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.

- 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.

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

**SCHEDULE 1:**

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Victoria
- Albury-Wodonga Motorcycle Club
- Event Medical Team
- 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
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

2.00pm Saturday 9th January 2016, 2.00pm Saturday 30th January 2016, 2.00pm Saturday 13th February 2016.

**SCHEDULE 3:**

Diamond Park, Lincoln Causeway, Wodonga, Victoria, 3690

**SIGN  
HERE**

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

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

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

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

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

- 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:** \_\_\_\_\_

**MOTORCYCLING AUSTRALIA LIMITED ("MA")**  
**DEED OF APPOINTMENT OF TEMPORARY GUARDIAN**

1. I/We \_\_\_\_\_ of \_\_\_\_\_ are the parent(s) or legal guardian(s) of \_\_\_\_\_ ("Minor"). The Minor wishes to enter \_\_\_\_\_ ("Event") conducted by the parties in schedule 1 below ("Organisers"). I/we consent to the Minor's entry and participation in the Event.

2. I/We appoint and authorise \_\_\_\_\_ ("Guardian") as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.

3. I/We 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/We 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/our 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/We 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/We 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/We declare that the Minor is medically and physically fit and able to participate in the Event.

7. I/We 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/We authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an

unacceptable risk of causing the Minor harm, injury or death.

**SIGNED and DELIVERED** by:.....  
in the presence of:

.....  
Witness

Schedule 1: FIM, MA, Motorcycling Victoria, Albury-Wodonga Motorcycle Club