



CENTRAL COAST JUNIOR MOTORCYCLE CLUB INC.

WILL CONDUCT

2019 NSW

HONDA JUNIOR TRACK CHAMPIONSHIPS

ON

16TH & 17TH NOVEMBER 2019

SUPPLEMENTARY REGULATIONS

MEETING NAME:

2019 NSW HONDA JUNIOR TRACK
CHAMPIONSHIPS

VENUE:

ALLEN PARK MVRG
DEBENHAM ROAD NORTH
SOMERSBY NSW 2250

DATE:

Saturday 16th November
and
Sunday 17th November 2019

PROMOTER:

CENTRAL COAST JUNIOR
MOTORCYCLE CLUB INC

MA TRACK LICENCE No.

22625, 22626, 22627-D, 22628-D, 22629,
22630, 22631, 22632

MA PERMIT No.

2/19/O/24830

RACE SECRETARY:

LYNDEL BUTLER

ADDRESS:

lyndelbutler93@gmail.com

CONTACT NO.

LYNDEL: 0411 194 315
DAVID: 0412 506 503

CLERK OF THE COURSE:

KEITH DAVIES

SCRUTINEER:

GAVIN HAINSWORTH

STEWARD:

LESLIE (LES) DEEKS

1. ANNOUNCEMENT:

The CENTRAL COAST JUNIOR MOTORCYCLE CLUB INC, hereafter called the PROMOTER will conduct 2019 NSW Honda Junior Track Championships for Track Junior and Dirt Track Division 1 Solos Demonstration at the Allen Park MVRG, on Saturday 16th & 17th November 2019.

2. JURISDICTION:

2.1. The above-mentioned OPEN meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number PERMIT NUMBER and is open to holders of current Motorcycling Australia National Competition Licences.

2.2. DAY LICENCES ARE NOT ACCEPTED

2.3. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of Motorcycling NSW and any final instructions.

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

3. ENTRIES:

3.1. Entries open forthwith and close 4th November 2019.

3.2. In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter, if such retention is approved by Motorcycling NSW.

3.3 Only entries received on the official On Line Entries at www.racesecretary.com that are accompanied by the correct fee banked in to the clubs account will be accepted.

3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

4. INSURANCE:

4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.

4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.

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

5. MEDICAL SERVICES:

St John First Aid will be in attendance from 9.00 am until the completion of racing on both Saturday and Sunday.

6. ENTRY FEE:

6.1 Junior Solo: \$110 first class including Transponder)
 \$30 for each additional class including Transponder)
 Demo class: \$60

Payment can be made by Direct Deposit. **NO CASH.**

6.2 Direct Deposit may be made with surname, initial and bike number in description to:

Central Coast Junior Motorcycle Club Inc. BSB: 082-620 ACC NO: 57623 1127

6.3 Confirmation of entry and final instructions will be on the club website: www.ccjuniormotorcycleclub.org.au

7. ENTRY PASSES:

There will be no passes issued. Entry will be a tax-deductible donation of \$10.00 per vehicle for the two days payable at the gate for the St John First Aid. A receipt will be issued from St John which will be your entry for the weekend. Please show receipt.

8. CLASSES OF COMPETITION:

Championship Classes:

- 1 50cc Auto Division 2 7 to under 9 years
- 2 65cc 7 to under 9 years
- 3 65cc 9 to under 13 years
- 4 85cc 2-stroke & 150cc 4-stroke, Standard Wheel - 9 to under 11 years
- 5 85cc 2-stroke & 150cc 4-stroke, Standard Wheel - 11 to under 13 years
- 6 85cc 2-stroke & 150cc 4-stroke, Standard Wheel - 13 to under 16 years
- 7 85cc 2-stroke & 150cc 4-stroke, Big Wheel - 11 to under 13 years
- 8 **85cc 2-stroke & 150cc 4-stroke, Big Wheel - 13 to under 16 years
- 9 85cc 2-stroke & 150cc 4-stroke, Standard & Big Wheel, Junior Girls - 11 to under 16 years
- 10 **85cc 2-stroke & 150cc 4-stroke, Slider only - 13 to under 16 years
- 11 85cc 4-stroke Modified - 7 to under 10 years
- 12 85cc 4-stroke Modified - 10 to under 14 years
- 13 **100cc 2-stroke to 150cc 2-stroke - 13 to under 16 years
- 14 100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke, Junior Girls -13 to under 16 years
- 15 **100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke -13 to under 16 years
- 16 **100cc to 150cc 2-stroke & 200cc to 250cc 4-stroke, Slider only - 13 to under 16 years
- 17 **200cc to 250cc 4-stroke - 13 to under 16 years

18 Support Class:

- Demo Division 1 – 4 to under 9 years.
- 80cc 7 to U11 Standard (no modifications)

Where there are insufficient entries for a slider class, these classes may be combined with classes marked with asterisks in table above provided all machines are fitted with front and rear brakes (applicable only to riders 13 to under 16 years and at the discretion of the relevant controlling body).

9. AWARDS AND PRIZEMONEY:

JUNIORS

Trophies will be awarded to 1st, 2nd and 3rd place getters in each class.

MNSW medallions will be presented to the 1st, 2nd, and 3rd placed riders in each championship solo class.

All demonstration riders will all receive an award of equal value.

10. ENTRIES TO CONSTITUTE A CLASS:

10.1 To constitute a class, the number of contestants entered and competing in each class shall be 10 or more starters for solo classes which actually participate in practice, qualifying or races and for Girls classes it will be 6 which actually participate in practice, qualifying or races

10.2 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the promoter, subject to Motorcycling NSW approval.

11. RACE FORMAT:

11.1 Solo Format where there are more than 12 entries per class.

a) Four qualifying heats of four laps.

b) One repechage of four laps.

c) One final of Six laps.

Heats and Final

The number of heat positions must not exceed 12.

The right to compete in the final will be filled by:

a) The 10 competitors accumulating the highest number of points during the course of heats,

b) The first two placing of the repechage.

Competitors who finish in 11 to 22nd inclusive during the course of the heats will contest the repechage.

Solo format where there are 12 or less entries per class.

The championship comprises five races of four laps.

Points accumulated by each competitor in the four races will determine the Championship placing.

11.2 Demo will comprise of 5 rounds

11.3 Scoring will be as per GCR's 21.11.11.1

11.4 Results will remain "Provisional" until ratified and confirmed by Motorcycling NSW.

12. MACHINES AND RIDERS:

12.1 All machines entered must comply with the current GCR's for Track competition.

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

12.3 There will be no change of machines once the competition has commenced.

12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

12.5 All competitors must present their licence and juniors their log books at sign on and bike, helmet, gear and back protector to the scrutineer.

13. RIDING NUMBERS:

13.1 Competitors will be allocated their Motorcycling NSW Registered Riding Number or their preferred riding number if available. All others shall be allocated numbers at the Central Coast Junior Motorcycle Club Inc discretion.

13.2 All number plates on all machines MUST comply with the GCR's.

13.3 All riders must have **BACK NUMBERS**. As per the GCR's.

14. GRID POSITIONS:

14.1 Grid positions will be pre drawn and printed in the program.

14.2 Grid positions for the repechage/finals will be chosen by the highest point scorer having first choice and so on.

14.3 If any riders do not start their race in the correct grid position they will be excluded from that race.

15. RIDERS BRIEFING:

A Riders' briefing will be held prior to the commencement of practice and all participants MUST attend. Riders' briefing sign-on sheets must be signed by the competitor as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

17. CODE OF BEHAVIOUR:

All COMPETITORS, parents, Support personnel, and officials are reminded of the Motorcycling Australia - CODE OF Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au Part B: Codes of Behaviour, which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF Behaviour applies to this meeting and will be enforced.

18. TIMETABLE:

SATURDAY 16th November 2019

Gates Open: 7.30 am
Scrutineering: 7.30 am – 9.00 am
Riders Briefing: 9.00am
Start of Practice: 9.30 am
Start of Racing: As soon as possible after practice

SUNDAY 17th November 2019

Gates Open: 7.30 am
Scrutineering: 7.30 am – 9.00 am
Riders Briefing: 9.30 am
Start of Racing: 10.00 am

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 7.30 am with the completion of the meeting for the participant being at the completion of racing.

19. CIRCUIT DESCRIPTION:

The circuit is approximately 535 metres in length: the surface is of loose sandstone construction, rolled and watered. Racing will be in an anti-clockwise direction. Division 1 is dirt track over 375 meters. The surface is of loose sandstone construction, rolled and watered.

Entry to the area is restricted to officials of the meeting and competitors of the event in progress, unless approved by the Clerk of the Course entry to all others is prohibited.

20. STARTS:

- 20.1 All starts will be Speedway style tape start, with a maximum of 12 Solos.
- 20.2 Start lights will be used. A green light will be displayed meaning the tapes will release within 5 seconds. If a rider touches the tapes after the display of the green they will be excluded and the event will be re-started.
- 20.3 No rolling starts.
- 20.4 Starts may revert to mechanical drop forward gates.

21. RACING:

- 21.1 All riders will be given 2 practice laps per bike.
- 21.2 All heats will be over 4 laps.
- 21.3 All repechages will be over 4 laps
- 21.4 All FINALS will be over 6 laps.

22. NOISE:

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

23. PAYG WITHOUT HOLDING:

NA

24. SPECIAL NOTES AND WARNINGS:

- 24.1 Presentations etc. The presentation will take place near the canteen as soon as possible after the final race.
- 24.2 Facilities: Canteen facilities will be available from 7.30am on Saturday and Sunday. Toilets facilities are septic system.
- 24.3 Tyres: Nobby tyres are not permitted on any machine over 85/150cc.
- 24.4 Admission Charges: \$10.00 per car to St John First Aid – a receipt (tax deductible) will be issued from St John which will be your entry for the weekend.
- 24.5 Off Limits: The score tower is off limits with the exception of the officials of the meeting.
- 24.6 Marshals: A roster for corner marshals will be drawn up and printed in the program.
- 24.7 No Animals: Not allowed in this complex with the exception of guide dogs. See GCR 4.1.4.4
- 24.8 Pit Area: No Children under the age of 16 are permitted in the pit/paddock area unless they are a competitor. All persons entering the pit/paddock area must be wearing enclosed footwear. There is to be no smoking at anytime.
- 24.9 Environmental Protection: All competitors are reminded of the requirement of a catch tray or mat must be under your machine whilst in the pit/paddock area. As per GCR 21.14.5.
- 24.10 No Camping: Camping is not PERMITTED AT ALLEN PARK MVRG.
- 24.11 Programme: Each competitor will receive 1 complimentary programme. Additional programmes are \$5.00 each.
- 24.12 Behaviour: Bad behavior will not be tolerated by riders and or parents/guardians. Failure to comply with

the GCR's will result in exclusion from the meeting.

24.13 Electronic communication
And Social Media:

All competitors, officials, friends and parents are reminded of MA's Electronic Communications and social Media Policy found at www.ma.org.au which sets out a framework for acceptable online behaviour where communications involve fellow MA member, volunteer, officials coaches, sponsors, partners, staff and any other connected persons.

Please print off and bring with you to scrutineering.

2019 NSW Honda Junior Track Championship.

Scrutineering Card

No	Name	Bike	Engine No	Class

DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

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 motor cycles sports 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 predictability;
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 for 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 the 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] _____)

_____)
Date _____)

_____)
[signature of witness] _____)

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

_____)
[print witness name] _____)

_____)
Date _____)

_____)
[signature of witness] _____)

Schedule 1

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

CONTRACT TO PARTICIPATE IN THE - 2019 NSW Honda Junior Track 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]

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) "Indemnities" 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 Indemnities 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 Indemnities.

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 Indemnities 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 Indemnities, 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 Indemnities 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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 Central coast Junior Motorcycle club Inc., MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Central coast Junior Motorcycle club Inc, 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 Central Coast Junior Motorcycle Club Inc by contacting Central Coast Junior Motorcycle club Inc Debenham Road North, Somersby NSW 2250 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.

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW
- 4) Central coast Junior Motorcycle club Inc
- 5) N/A
- 6) Department of Lands NSW
- 7) 2019 NSW Honda Junior Track Championships
- 8) St John First Aid
- 9) N/A
- 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:

16th and 17th November 2019

SCHEDULE 3:

Allen Park MVRG

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/W/E _____ 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnities in the same manner and to the same effect as if I/W/E 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:** _____

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE - 2019 NSW Honda Junior Track 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 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.

DEFINITIONS

2. 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.

ACKNOWLEDGEMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. 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.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. 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.

MEDICAL

8. 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.

PRIVACY

I hereby consent to the collection of my personal information by the Central Coast Junior Motorcycle Club Inc., MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Central Coast Junior Motorcycle Club Inc., 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 Central Coast Junior Motorcycle Club Inc. by contacting Central Coast Junior Motorcycle Club Inc. at Debenham road North Somersby, NSW, 2250 Central Coast Junior Motorcycle Club Inc. or MOTORCYCLING NSW at PO BOX 9172 Harris

Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

PERSONAL HEALTH INFORMATION

11. 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 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.

POLICIES AND REGULATIONS

12. 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.

EXCLUSION

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

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE being the parents or guardians of the person named beside (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.

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Central Coast Junior Motorcycle Club Inc.
- 5) N/A
- 6) Department of Lands NSW
- 7) 2019 NSW Honda Junior Track Championship
- 8) St John First Aid
- 9) N/A
- 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:

Saturday 16th November and Sunday 17th November 2019

SCHEDULE 3:

Allen Park

	Name (Print Clearly)	MA Licence Number	Senior	Junior	Official	Signature (Parent/Guardian if U18years)
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