



**2017 EAGLE TRAILERS & CAMPERS SOUTH AUSTRALIAN MX
CHAMPIONSHIP**

SERIES SUPPLEMENTARY REGULATIONS

**TO BE READ IN CONJUNCTION WITH THE MOTORCYCLING AUSTRALIA – MANUAL OF
MOTORCYCLE SPORT (MoMS)**



Motorcycling South Australia

251 The Parade,

Beulah Park, SA, 5067

'The State Controlling Body for Motorcycle Sport and Recreation in South Australia'

Entries ONLINE via RiderNet Individual Profiles – Note: 3.2% Credit Card Levy

Round	Date	Location	Address	Track Licence
1	8 th & 9 th April	Port Lincoln Motorcycle Club	Gun Club Road, North Shields	MSA-16-195
2	13 th & 14 th May	South Coast Motocross Club, Monarto	Lot 4, Old Princes Highway, Monarto	MSA-16-205
3	17 th & 18 th June	Motocross Riders Association, Gillman	65 Wilkins Road, Gillman	MSA-16-183
4	22 nd & 23 rd July	Keith & Districts Motorcycle Club, Keith	55 Charles Well Road, Keith	MSA-16-180
5	2 nd & 3 rd September	Riverland Junior Motorcycle Club, Renmark	19695 Sturt Highway, Renmark	MSA-16-197

Track Licences are current at the time of the publishing of these Supplementary Regulations

For further details on the series and everything motocross related, please check

www.motorcyclingsa.org.au/discipline/motocross/samxchampionship and SA Motocross Facebook page

SECTION 1 – ANNOUNCEMENT

Motorcycling South Australia Inc. hereafter called the PROMOTER/S, will conduct the 2017 South Australian MX Championship in conjunction with the SA MX Sports Managers, Rounds One through to Five for:

Junior Classes

50cc Non-Competition 4-U9yrs, 50cc Auto Div 2 7-U9yrs, 65cc 7-9yrs, 65cc 10-U12yrs, 85cc 2Str/150cc 4str 9-U12yrs, 85cc 2Str/150cc 4Str STD & Big Wheel 12-U16yrs, 100cc to 125cc 2 Stroke 13-U16yrs, 128cc-150cc 2 stroke/200-250cc 4 Stroke 13-U16yrs

Senior Classes

MX1 – 122cc & Over – 2 or 4 Stroke - Expert, Intermediate & Clubman (Open – All Powers)

MX2 - Up to 250cc – 2 or 4 Stroke – Expert, Intermediate & Clubman

Women Allpowers

Veterans A & B (35 Years & Over)

SECTION 2 – TITLE and JURISDICTION

- a) This Championship shall only be known as and referred to as the Eagle Trailers & Campers South Australian MX Championship
 - i. Each event in the 2017 South Australian MX Championship (Championship) shall be conducted under the provisions of the General Competition Rules (GCR) of Motorcycling Australia (MA); the Supplementary Regulations issued for this Championship by Motorcycling South Australia (MSA) and any Final Instructions issued.
 - ii. The abovementioned meeting has been authorised by Motorcycling SA Inc. which has issued Motorcycling Australia Permit Numbers AND is open to holders of current Motorcycling Australia National Competition Licences and current Motorcycling Australia Mini Licence holders for the 50cc Auto Non-Comp ONLY, one day recreational licences are also permitted for the 50cc Demo Class (non-competition).
 - iii. Each Junior Rider must produce a Junior Logbook with the appropriate endorsement at rider sign-in and have the appropriate endorsement for their entered category. These will be checked at each round during rider sign-in.
 - iv. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, and any final instructions approved by Motorcycling SA Inc.

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

- v. This Championship has been sanctioned by MSA as a State Championship.
- vi. The SA MX Sports Managers have been appointed as the Series Managers (SM) by MSA for this Championship.
- vii. Contact Details:
Daniel Banks
SA MX Sports Managers
C/o Motorcycling South Australia
251 The Parade,
Beulah Park
SA 5067
Email: samx@motorcyclingsa.org.au

SECTION 3 – ADMINISTRATION

- a) The following personnel have been appointed to the Championship by MSA and/or the SM for the consistent and professional administration and management of the series.
- | | | |
|------|--|-------------------|
| i. | Series Steward (SS) | TBA |
| ii. | Series Clerk of Course (SCOC) | Mackie-Anne Payne |
| iii. | Series Race Secretary (SRS) | Kelli Hoffrichter |
| iv. | Series Chief Scrutineer (SCS) | Michael Breed |
| v. | Series Administrator (SA) | Belinda Munzer |
| vi. | Motorcycling SA – Series Delegate (SD) | Liam Meegan |

SECTION 4 – COMPETITOR INFORMATION & RACE ENTRY

- (a) Entries will be open at least four weeks prior to each event through the online 'RiderNet' system and close 12:01am on the Tuesday prior to the event date.
- (b) Entries will only be received **ONLINE** with no exceptions to this rule. It is the responsibility of the competitor to ensure all information entered is correct prior to completing the entry to ensure they are eligible for the entered class.
- (c) Late Entries – Will only be accepted up until the Wednesday of the meeting, with an additional \$50 late entry fee.
- (d) **Junior riders** must produce a **Junior Logbook** with the appropriate endorsement at rider sign-in for their entered category. These will be checked at each round during rider sign-in. These books may be held by the promoter during the event. The books will then be returned at the completion of the event.
- i. **Riders under the age of 18 years, 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 of age and have ID. Riders under the age of 18 must have their parent/legal guardian present with them at sign-in.**
- (e) Insurance
- i. National Personal Accident Scheme provides basic cover for death and permanent disability.
- ii. Ambulance Insurance is compulsory for licensees.
- iii. It is strongly recommended that all competitors give consideration to taking out weekly benefits insurance.
- (f) Medical Services;
First Care Medical will be in attendance at all rounds from 7:30am until the completion of racing.
- (g) **ENTRY FEE**

i.	Juniors	
	50cc Auto Non-Competition	\$30.00 (Non-Competition)
	50cc Div 2	\$70.00
	65cc Both Classes	\$85.00
	85cc/150F Both Classes	\$85.00
	125/250	\$85.00
ii.	Seniors	
	MX1/MX2 Experts/Intermediates	\$100.00
	Clubman/Veterans/Women	\$95.00
	Second Bike (Per Rider)	\$25.00 (Discount)

Includes MyLaps Transponder hire fee. Entry fee is reduced by \$15 if you provide your own MyLaps Transponder.

- iii. Competitors are reminded that a \$20 fee per entered rider will apply for Flag Marshals. This will be payable immediately following rider sign-in. If two riders are entered from the same family, the fee will be \$30 in total (\$15 per rider). Charitable organisations are donating their services for all rounds. All funds go directly to the nominated charitable organisation.
- iv. An entrants list will be available to view on the Motorcycling SA website on Tuesday night prior to the event.
- v. Entries will be accepted and will be closed according to the following timeline for each event.

Round	Venue	Entries Open	Entries Close	Late Entries Close
1	Port Lincoln	Tuesday 14 th March 2017	Tuesday 4 th April 2017 – 12:01am	Wednesday 5 th April 2017 – 5pm
2	Monarto	Wednesday 12 th April 2017	Tuesday 9 th May 2017 – 12:01am	Wednesday 10 th May 2017 – 5pm
3	Gillman	Tuesday 16 th May 2017	Tuesday 13 th June 2017 – 12:01am	Wednesday 14 th June 2017 – 5pm
4	Keith	Tuesday 20 th June 2017	Tuesday 18 th July 2017 – 12:01am	Wednesday 19 th July 2017 – 5pm
5	Renmark	Monday 31 st July 2017	Tuesday 29 th August 2017 – 12:01am	Wednesday 30 th August 2017 – 5pm

- (h) In the case of postponement or abandonment of the meeting, a \$25 administration fee will be charged. **Refunds** will only be given after the closing date in the event of a medical certificate being provided to Motorcycling SA, and less the admin fee at least 24 hours prior to the commencement of the meeting.
- (i) Classes of Competition
- i. Junior classes will compete on the Saturday with senior classes competing on the Sunday.
 - ii. The following Classes and Minimum entries to constitute a class are as follows:

Junior Classes	
50cc Auto Non-Competition	
50cc Div 2 7-U9yrs	(Min 8 Entries)
65cc 7-9yrs	(Min 8 entries)
65cc 10-U12yrs	(Min 8 entries)
85cc 2str/150cc 4str S/W 9-U12yrs	(Min 8 entries)
85cc 2str/150cc 4str STD & B/Wheel 12-U16yrs	(Min 8 entries)
100-125 2str Jnrs 13-U16yrs	(Min 8 entries)
128-150cc 2str/200-250cc 4str Jnrs 13-U16yrs	(Min 8 entries)
Senior Classes	
MX1 Expert	(Min 8 entries)
MX2 Expert	(Min 8 entries)
MX1 Intermediate	(Min 8 entries)
MX2 Intermediate	(Min 8 entries)
MX1 Clubman	(Min 8 entries)
MX2 Clubman	(Min 8 entries)
Veterans A, Veterans B	(Min 8 entries)
Women	(Min 4 entries)
 - iii. Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prizemoney, will be at the discretion of the club.
 - iv. Cross entering is permitted as per the 2017 MoMS – 12.7.0.7 - The same machine may be used across multiple classes, if eligible to compete.
- (j) A compulsory riders briefing will be held prior to the commencement of racing. A time and location of this briefing will be detailed in the Final Instructions and Event Schedule. Details will be included in the final instructions. For all competitors aged under 18, a parent/guardian must attend to accompany the rider.
- i. Each competitor entered into the event will receive a copy of the rider briefing notes prior to the event. It is expected that the rider familiarises themselves with these notes prior to attending the event.
 - ii. A roll call will be conducted during riders briefing. If a rider is not present, fines will be imposed.
- (k) Circuit Description
The tracks consist of natural terrain or man-made obstacles including jumps, drop-offs, straights and table tops.
- (l) Pre-Grid
At all times, there will only be one person permitted to be with each bike at the pre-grid area prior to the commencement of a race. Wrist bands must be worn and these will be issued during rider sign-in. These will need to be signed for at the time of issue.
- (m) Grid Determination
In all classes, the grid for the first moto of the series shall be determined by peg selection. All new riders to the series thereafter will pick after the riders who have previously acquired Championship points in that series have chosen a grid position. If there is more than one new rider to the series, the peg order selection will take place and gates will be chosen in order of the peg drawn. For all motos following this, the grid selection will be based upon the previous moto result at that event.
- (n) Starts
- i. Clutch Starts with Self Penalising gates. A 15 second board will be shown to all riders. At the completion of 15 seconds, a 5 Second board will be shown. After at least 5 seconds, and no more than 10 seconds the gate will drop.
 - ii. Riders must be in the holding pre grid area prior to the start of the previous race. They are then to follow the instructions of the Starters before moving into the gate area.
- (o) Practice
All riders are required to commence and complete at least one full lap of practice – no practice, no ride. The Clerk of Course has discretion to waive this requirement for riders unable to complete a lap, once commenced, due to mechanical reasons or an accident.
- (p) First Lap of Practice – Rule Amendment
Competitors are asked to be familiar with the amendment to the first lap of practice rule regarding jumping. As per the 2017 MA Manual of Motorcycle Sport – 12.16.1.5, jumping will be permitted during the first lap of practice.

(q) Event Timing & Transponders

Timing of all events will be conducted using the MyLaps system. Competitors are reminded that when using a personal transponder, it is their responsibility to ensure the correct transponder details are given when entering an event and that the transponder is appropriately charged to last for racing. No working transponder = no points. To purchase your personal transponder, please visit the MSA website.

(r) Cameras

Competitors are referred to an updated rule regarding the use of cameras as per the 2017 MoMS. Cameras 12.13.2.1 Cameras may be fitted to the motorcycle provided they are securely mounted. Camera mounts are subject to approval by the Chief Scrutineer. Helmet cameras are not permitted unless the camera is integrated into the helmet, by design of the manufacturer.

(s) Impounding

- i. At the end of the final round, the top 5 series place getters will have their machines impounded (in accordance with the MoMS) for a period of 30 minutes after their event. No machine will be removed from the impound area prior to this.
- ii. The Scrutineer with the approval of the Steward can check and pull down at their discretion, any machine that has taken part in the event. Failure to comply with this rule may result in automatic exclusion from the event results.

(t) Drug and/or Alcohol Testing

- i. All competitors and officials are advised that as part of the MA and MSA drug education program, drug testing may take place at any competition in accordance with Australian Sports Commission policy as implemented by the Australian Sports Anti-Doping Authority and the Motorcycling SA Drug and Alcohol Policy.
- ii. If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506. When drug testing takes place, the payment of prize money may be delayed at the Motorcycling SA Inc. discretion until the results of the tests are known.
- iii. For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be the start of scrutineering with the completion of the meeting for the participant being when the participant has vacated the venue.

(u) Awards and Prize Money

- i. Juniors will receive awards only (no prize money will be paid to juniors). Prize money and awards will be awarded at the completion of each days racing.
- ii. At the end of the series, the first five overall placegetters will receive awards to be presented at the South Australian MX Championship Presentation Dinner.

CLASSES	1st	2nd	3rd	Total	CHAMPIONSHIP
MX1 Expert	\$300	\$200	\$150	\$650	\$1,000
MX2 Expert	\$300	\$200	\$150	\$650	\$1,000
MX1 Intermediate	\$200	\$150	\$100	\$450	
MX2 Intermediate	\$200	\$150	\$100	\$450	
MX1 Clubman	\$180	\$140	\$100	\$420	
MX2 Clubman	\$180	\$140	\$100	\$420	
Veterans A	\$150	\$120	\$100	\$370	
Veterans B	\$150	\$120	\$100	\$370	
Women	\$100	\$80	\$50	\$230	
				\$4,010	

SECTION 5 – MACHINES & RIDERS

To be eligible for the Championship, each machine must comply with the provisions of the 2017 Motorcycling Australia – Manual of Motorcycle Sport.

(a) Machines and Riders

- i. All entered machines must be presented for scrutineering prior to competition commencing.
- ii. All machines entered must comply with the current MoMS for Motocross competition.
- iii. Change of machine may be permitted prior to the start of the event in which the substitute machine is required. Provided that the relevant form is completed through the Race Secretary, and approval given by, the Steward of the Meeting. The substitute machine must have been passed at machine examination.
- iv. Eligibility checks can take place at any time during a meeting.

(b) Riding Numbers

Competitors must ride with their assigned riding number according to their 'RiderNet' profile or their National Competition Number. Competitors should refer to Section 12.15.3 of the MoMS for all matters regarding number plate colours. Holders of Motorcycling SA licences will have preference over interstate and international riders when entering for this event regarding choice of riding numbers. All numbers must comply with the current MoMS. Back numbers are compulsory for all competitors.

SECTION 6 – NOISE

Noise emission as per MoMS 12.22 – Competitors may be required to undergo a static noise test during the event.

SECTION 7 – CODE OF CONDUCT

All competitors, officials and parents are reminded of the Motorcycling Australia by-law - CODE OF CONDUCT (as stipulated in the GCRs), which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this Meeting and will be enforced.

SECTION 8 - TIMETABLE:

Machine Examination

Saturday: 6.15am-7.15am

Sunday: 6.15am-7.15am

Riders Briefing

Saturday: 7.30am

Sunday: 7.30am

Practice

Saturday: 8.00am

Sunday: 8.00am

- a) Sign in for the aforementioned events will take place from 6:15am on Saturday and Sunday of each event unless otherwise advised in the Final Instructions. Riders must produce their MA Licence and log book at Riders Sign On and upon demand to any key official at a meeting.

SECTION 9 – RACING FORMAT

The following racing format will be adopted for all rounds of the 2017 South Australian MX Championship. Any amendments to these formats prior to an event will be advised within the Final Instructions issued by the SA MX Sports Managers.

At all rounds of the 2017 South Australian MX Championship, there will be three motos per class. Competitors should refer to the Final Instructions and accompanying event schedule issued before each round for final clarification.

In the event of a variation to this format, riders will be notified of the amended schedule.

Practice will be for a timed period of seven (7) minutes for junior and senior classes. Timing will commence from the green flag given. All riders will start in a group. After the first minute of practice, no further riders may commence that practice session.

SATURDAY CLASSES OF COMPETITION	DURATION
85cc 2 Stroke/150 4 Stroke STD Wheel 9 – Under 12 Years	10 Minutes + 1 Lap
50cc Auto DIV 2 7 – Under 9 Years	7 Minutes + 1 Lap
100 – 125cc 2 Stroke 13 – Under 16 Years	12 Minutes + 1 Lap
65cc 10 – Under 12 Years	7 Minutes + 1 Lap
65cc 7 – 9 Years	7 Minutes + 1 Lap
85cc 2 Stroke/150 4 Stroke STD & BIG Wheel 12 – Under 16 Years	10 Minutes + 1 Lap
128 – 150cc 2 Stroke/200 – 150 cc 4 Stroke 13 – Under 16 Years	12 Minutes + 1 Lap
50cc NON-COMPETITION 4-Under 12 Years (Demo only)	7 Minutes (Maximum)

SUNDAY CLASSES OF COMPETITION	DURATION
Veterans A & B	10 Minutes + 1 Lap
MX2 Clubman	10 Minutes + 1 Lap
MX1 Expert	15 Minutes + 1 Lap (x2) and 20 Minutes + 1 Lap (x1)
MX1 Intermediate	12 Minutes + 1 Lap
MX1 Clubman / Women	10 Minutes + 1 Lap
MX2 Expert	15 Minutes + 1 Lap (x2) and 20 Minutes + 1 Lap (x1)
MX2 Intermediate	12 Minutes + 1 Lap

Where entries exceed gate capacity for seniors, there will be practice/qualifying session. Three laps of practice followed by three laps of qualifying. The top 30 will go into the three motos, the bottom 20 to a last chance qualifier (LCQ) (5 laps). The top ten from the LCQ will then move into the race, with the remaining riders as reserve in their finishing order of the LCQ.

For all junior races where entries exceed gate capacity, as per MoMS 12.16.7.1 c) i) - elimination heats and semi-finals must be held.

SECTION 10 – VARIATIONS TO RACING FORMAT

The timetable may be varied at any time due to exceptional circumstances only with the prior approval of the Steward of the Meeting.

Any significant amendments to the schedule shall be advised to competitors. This may be through the venue PA system, therefore all competitors are advised to be listening to the PA system where possible.

SECTION 11 – POINTSCORE FORMAT

Each class will be scored as per MoMS 12.16.13.1 in the below table for each moto.

PLACE	POINTS	PLACE	POINTS	PLACE	POINTS
1	35	11	20	21	10
2	32	12	19	22	9
3	30	13	18	23	8
4	28	14	17	24	7
5	26	15	16	25	6
6	25	16	15	26	5
7	24	17	14	27	4
8	23	18	13	28	3
9	22	19	12	29	2
10	21	20	11	30	1

SECTION 12 – GENERAL INFORMATION

- a) The Steward of the Meeting reserves the right to amend, postpone or cancel any portion of the race meeting at any time.
- b) Rider Numbers
Competitors are reminded to ensure they have a riding number registered within 'Ridernet' according to their grading prior to entering any event within the South Australian MX Championship. These numbers must then be used at all State Championship events. In the event of a competitor having both a 'National Number' and 'State Number' registered within Ridernet, the competitor must use the State Number for South Australian MX Championship competition events.
- c) Effective 1 January 2017, Motorcycling Australia would like to remind all MA Off Road Racing disciplines that goggle and/or Visor tear-offs will be banned from competition as outlined in Appendix A, rule 7.2 of the 2017 MoMS. Roll-off systems are allowed.
 - i. Competitors are advised that using tear-offs acts as a breach to this rule. Should this occur, the offending competitor will be excluded from the session where the offence occurs and no points will be attained. In the event of a second and/or subsequent breach, the offending competitor will be excluded from the entire meeting.
- d) Camping
Camping facilities will be at the discretion of the host club – competitors should refer to the Final Instructions for event specific camping arrangements.
- e) Pit Board Areas
A designated pit board area, for senior riders only, will be advised by the Clerk of Course at the compulsory riders briefing. Only persons aged over 16 years are permitted within the confines of this area. This area will be restricted to one person per bike and will be monitored by race officials.
- f) Venue Entry
Entry to the venues for the 2017 South Australian MX Championship will be at the discretion of the host club. Competitors should refer to the Final Instructions for times and locations for venue entry.
- g) Social Media Policy
Competitors and teams are reminded to be familiar with the current MA Social Media Policy - http://www.ma.org.au/fileadmin/user_upload/Documents/Policies/MA_01_01_Electronic_Communications_and_Social_Media_Policy.pdf Elements of this policy can and may be enforced should it be deemed necessary to do so following the actions of an individual directly involved with the conduct of the series.
- h) GST
The Goods and Services Tax affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the promoter must withhold 46.5% of prizemoney over \$75.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.
- i) Track Access
No person is permitted to enter the confines of the competitive surface 'race track', unless expressly permitted to do so to carry out official duties and/or permission has been given by either the Clerk of Course or Steward of the Meeting. This permission will need to be obtained directly through the Clerk of Course or Steward of the Meeting. A breach of this rule may result in a fine or penalty being applied to the rider that the offending

party is associated with.

- j) No riding of motorbikes, pit bikes or push bikes in the pits or carpark (during the event) unless specified at the Riders Briefing. A \$50 fine will be imposed.
- k) No open-toed shoes are to be worn in the pits.
- l) No animals allowed at the venue – Human Aid Dogs Excepted
- m) Alcohol is not permitted in the pits. If you have camped – all alcohol must be put away during the event. If seen, it will be confiscated.
- n) Dumping fuel on the ground is prohibited.
- o) Fuel testing may be carried out at any time during any of the five rounds of the South Australian MX Championship.
- p) All body piercings must be removed or covered with tape.
- q) Hair longer than shoulder length must be tied and secured under clothing whilst competing.
- r) Smoking is not permitted in the dummy grid and start area, nor the pits –

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.

DEFINITIONS

2. 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.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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:

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE

2017 South Australian MX Championship

- 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/or 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 Australian Consumer and Fair Trading Act 2012 (Vic)

Under the provisions of the Australian Consumer and Fair Trading Act 2012 (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 22N of the Australian Consumer and Fair Trading Act 2012 (Vic) 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 Australian Consumer Law and Fair Trading Act 2012 (Vic) 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 Regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic).

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:

- 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.
- 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

10. MA, my SCB use and disclose personal information for the purposes of conducting and administering Motorcycling Activities and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering Motorcycling Activities. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au/.

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:

- 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).

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.

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 Ant-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.

EXECUTION

14. 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): X.....

SIGNATURE: X.....

DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE X

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: X

SIGNATURE: X DATE:

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling South Australia Inc.

- 4) Motorcycling South Australia Inc.
- 5) Port Lincoln MCC, South Coast MXC, Motocross Riders Association, Keith and Districts MCC, Riverland JMC.
- 6) Department of Sport & Recreation

- 7) First Care Medical
- 8) 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
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

- April 8th & 9th – Port Lincoln Motorcycle Club
- May 13th & 14th – South Coast Motocross Club
- June 17th & 18th – Motocross Riders Association
- July 23rd & 24th – Keith and Districts Motorcycle Club
- September 2nd & 3rd – Riverland Junior Motorcycle Club

SCHEDULE 3:

- 8th & 9th April – Gun Club Road, North Shields
- 14 & 15 May – Lot 4 Old Princes Highway, Monarto
- 17th & 18th June – 65 Wilkins Road, Gillman
- 23rd & 24th July – 55 Charles Well Road, Keith
- 2nd & 3rd September – 19695 Sturt Highway, Renmark