



**2009
AUSTRALIAN
SPEEDWAY SIDECAR
CHAMPIONSHIP
27TH-28TH-29TH MARCH
OLYMPIC PARK
MILDURA**

SUPPLEMENTARY REGULATIONS

EVENT 2009 Australian Speedway Sidecar Championship.

DATE:

Practice:	Friday 27 th March 2009
Qualifying:	Friday 27 th March 2009
Calcutta	Saturday 28 th March 2009
Championship	Sunday 29 th March 2009
Rain Off Date	Monday 30 th March 2009
Qualifying Rain Off Date	Saturday 28 th March 2009

VENUE: Olympic Park
Mildura, Victoria

TRACK LICENCE NUMBER:

MA PERMIT NUMBER: TBA

EVENT CONTACT Ken (Jock) McLeod
PO Box 197 ,Mildura Vic , 3502.
0417 552 052

EVENT KEY OFFICIALS

Referee	David Mills
Clerk of Course	Brendon Gledhill
Race Secretary	Ken (Jock) Mc Leod

1. ANNOUNCEMENT

The Mildura Motorcycle Club Inc hereafter called the Promoter will conduct the 2009 Australian Speedway Sidecar Championship on March 27th, 28th, 29th March 2009 at Olympic Park Speedway, Vic .
Support events will include on Friday 27th Classic Sidecars , Sunday 29th Senior Sidecars.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by MA which has issued the Motorcycling Australia Permit Number MA TBA and is open to holders of current Motorcycling Australian Senior and Junior National Competition Licences.

2.2 The meeting will be held in accordance with the current General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Referee:	David Mills
Clerk of course	Brendon Gledhill
Race Secretary:	Ken (Jock) McLeod

4. ENTRIES

4.1 Entries are now open and close at 5pm on Tuesday 25th February 2009. to MA ,PO Box 134 , South Melbourne Vic 3205
Late Entries will not be accepted. **Support To Mildura MCC PO Box 197 Mildura Vic 3502**

4.2 In the case of postponement or abandonment of the meeting, Rain out date 30th March 2009

4.3 Only entries received on the official entry form by the closing date will be accepted.

5 INSURANCE

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

5.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

6. MEDICAL SERVICES

A road going ambulance with Paramedics must be in attendance at all practices and meetings.

7. ENTRY PASSES

7.1 Rider and passenger will be issued a pass plus two mechanic's passes.

8. SCRUTINEERING

8.1 Scrutineering will be:	Friday March 27 th	from 3:00 to 5:00 pm.
	Sunday 29 th March	from 4.30 to 6.00 pm.

8.2 Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the sidecar to indicate that it has been successfully examined.

8.3 Current competition licences and full riding gear 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.

8.4 In addition to pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, a qualified measurer can check and pull down, at request of Referee , any engine that has taken part in the event. Failure to comply with this rule will result in automatic exclusion from the event results.

8.5 Machines will not be sealed for later checking after the event. All machines may be pulled down and scrutineered. This will take place at the circuit before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the scrutineers. Failure to comply with this rule will result in automatic exclusion from the events results.

9. AWARDS & PRIZEMONEY

- Prizemoney will be paid as per GCR 19.11.11.2 – or the relevant GCR from 1/1/09.
- Trophies and sashes will be presented to the first four placegetters: MA medallions will be presented to the first three placegetters and the winner will be presented with the Duke of Edinburgh Trophy.
- Qualifying meeting prizemoney will be \$40 a point
- No bonus money for Qualifying races.
- No tow money will be paid for either meeting. **RESERVES TO PAID MINIMUM OF \$100.**

10. RACE FORMAT

10.1 The Meeting will be run over Twenty (20) Heats with four riders in each Heat.

10.2 ALL Heats and Finals will be over Four (4) Laps.

10.3 Finals

A Final Event 22 will be the A final

The top Three point scorers will go direct to the A Final Plus the winner of the B Final

The Placegetters in this final will determine who is 1.2.3.4 of the Championship Meeting.

B Final Event 21 will be the B Final.

The riders for the B final will be 4-5-6-7 point scorers after the 20 Heats.

The Winner of the B Final will go to the A Final , 2nd,3rd,4th in this Final will determine who is 5-6-7 in the Championship

10.4 If riders tied on points for the A or B final the count back system will determine any ties

Points 1st- 3 points 2nd – 2 points 3rd –1 point 4th – 0 points

11.. MACHINES AND RIDERS

11.1 All machines entered must comply with the current GCRs for Speedway Sidecar competition.

11.2 A change of machine is permitted during competition if permission is granted by the Referee.

11.3 Team clothing is recommended

12. RIDERS' BRIEFING

A riders' briefing will be conducted prior to commencement of racing, and **ALL** competitors **MUST** attend.

13. ANTI-DOPING POLICY

13.1 All competitors and officials are advised that drug testing may take place in accordance with the MA Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details – or the relevant GCR from 1/1/09.

13.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, telephone 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at the discretion of Motorcycling Aaustralia until the result of the tests are known.

14. ALCOHOL TESTING PROCEDURE

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

15. CODE OF CONDUCT

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

16. EVENT SCHEDULE

Gates Open	Friday 27 th March	2 pm	Sunday 29 th March	3pm
Scrutineering	Friday 27 th March	3pm	Sunday 29 th March	4pm
Practice	Friday 27 th March	5pm – 6.30pm	Sunday 29 th March	NO PRACTICE
Rider Briefing	Friday 27 th March	6.45pm	Sunday 29 th	6.30pm
Qualifying	Start Friday 27 th March	7.30pm	Rain Off 28 th March	Saturday 2pm
Championship	Start Sunday 29 th	7.30 pm	Rain Off 30 th March	

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be Friday March 27th at 2.00 pm and Sunday 29th March at 3 pm, with the completion of the meeting for the participant being when the participant has vacated the venue.

17. CIRCUIT DESCRIPTION

Olympic Park Speedway is 302 Meters Crushed Limestone mixed with river sand.

18. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Referee. Refer to GCR 12.10 - or the relevant GCR from 1/1/09 - for details, which state that the noise emission from 1/1/09 **shall be 98dba**).

19. 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 48.5% of prizemoney 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 of prize money is paid to you.

20 QUALIFYING MEETING

Qualifying meeting nominations to be on the official entry form and must be received by 5.00 pm on Wednesday 25th February 2009

Meeting is to take place on 27th March 2009 from 7.30 pm Rain Off Saturday 28th 2pm (Riders will be seeded by the MA Speedway Commission if Qualifying meeting cannot be held)

Prizemoney will be \$40 a point No bonus money or tow money will be paid.

Points allocation: 1st – 3 points 2nd – 2 points 3rd – 1 point 4th – 0 Point

This Meeting will be run over 20 Heats NO FINAL.

Any tied points will be determined by the Count Back system.



Australian Speedway Sidecar Championship
27th-28th-29th March 2009
Olympic Park Speedway
Mildura

APPLICATION FORM

Entries Close: 5pm 25th February 2009
Send to: Motorcycling Australia PO Box 134
South Melbourne Vic 3205

Support Classes to: PO Box 197 Mildura
Vic 3502

Office Use Only:
Allocated Rider No:

RIDER DETAILS

Rider's First Name: _____ Rider's Surname: _____
Address: _____
City/town: _____ State: _____ Postcode: _____
Tel: _____ Mob: _____
Date of birth: _____ E-mail: _____
Next of Kin: _____ Next of Kin Tel: _____
Rider's MA Lic. No.: _____ Expiry Date: _____ Grade: _____
1^s Preferred No. Plate: _____ 2nd Preferred No. Plate: _____

PASSENGER DETAILS (SIDECAR ONLY)

Passenger's First Name: _____ Passenger's Surname: _____
Passenger's Address: _____
City/town: _____ State: _____ Postcode: _____
Date of Birth: _____ Passenger's MA Licence No: _____ Expiry Date: _____
Next of Kin: _____ Next of Kin Tel: _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

The Goods and Services Tax (GST) affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

I am a professional rider and my ABN is: _____ Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

RIDER MACHINE DETAILS

1^s Bike - Make/Model & Capacity: _____ 2nd Bike - Make/Model & Capacity: _____
3rd Bike - Make/Model & Capacity: _____ 4th Bike - Make/Model & Capacity: _____

Classes

Machine details and capacity

Must be completed by all competitors/entrants

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms with all rules stated in the GCR's of MA and these Supplementary Regulations

Rider's Name: _____ Signature: _____ **Office Use Only**

Date Received:	Money Received:	Confirmation Sent	
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PARTICIPANT DECLARATION

Motorcycling Australia
147 Montague Street, South Melbourne VIC 3205
t 03 9684 0500, f 03 9684 0555, w www.ma.org.au

CONTRACT TO PARTICIPATE IN THE 2008 PAINTMASTERS SA AUSTRALIAN SPEEDWAY SIDECAR CHAMPIONSHIP

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

- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
- b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be killed;
 - ii) that my machinery or equipment may be damaged, lost or destroyed;
 - iii) that competitors may ride dangerously or with a lack of skill;
 - iv) that track or event conditions may be hazardous and may vary without warning or predictability;
 - v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill;
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - i) that I participate in the meeting at my sole risk and responsibility;
 - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
 - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- 6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- 7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

8. MEDICAL

I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.

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

10. PRIVACY

I hereby consent to the collection of my personal information by MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by 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 contacting 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 are 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.

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Mildura MCC Inc
- 5) Olympic Park
- 6) Mildura MCC Inc
- 7)
- 8) Ambulance Victoria
- 9) All other persons involved in the organization, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

27th, 28th, 29th March 2009

SCHEDULE 3:

Olympic Park

**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/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 Indemnitees 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:** _____