



WHYALLA MOTORCYCLE CLUB
WILL CONDUCT
CLOSED TO CLUB
MX4
ON SUNDAY 5TH OF SEPTEMBER



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
CLOSED TO CLUB MX4	WHYALLA MOTORCROSS TRACK 10KM SOUTH ON PORT LINCOLN HI-WAY	SUNDAY 5 TH SEPTEMBER 2010
<u>PROMOTER</u>	<u>MSA TRACK LICENCE No.</u>	<u>MSA PERMIT No.</u>
WHYALLA MOTORCYCLE CLUB	2009-0013	C10136
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT NUMBERS</u>
PAUL DISCOMBE	P.O. Box 2119 WHYALLA NORRIE 5608	PAUL DISCOMBE 86442339 OR 0427442339
<u>CLERK OF THE COURSE</u>		<u>STEWARD</u>
RAYMOND MAY]		SANDY TOMS

1 ANNOUNCEMENT:

The [Whyalla motorcycle club](#), hereafter called the PROMOTER will conduct [closed to club event](#) for all classes as per the GCR's at the Whyalla motorcross track on 5th of September 2010.

2. JURISDICTION:

- 2.1. The abovementioned meeting has been authorised by Motorcycling SA Inc which has issued the Motorcycling Australia Permit Number [C10136](#) and is open to holders of current Motorcycling Australia [Junior and Senior club or National, One event competition and Recreational \(nippers only\)](#) Licences.
- 2.2. 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.

3. ENTRIES:

- 3.1. Entries open forthwith and close last mail Sunday [5th of September 2010](#)
- 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 Whyalla motorcycle club, if such retention is approved by Motorcycling SA Inc.
- 3.3. Only entries received on the official entry form that is accompanied by the correct fee will be accepted.
- 3.4. **NOTE:- LATE ENTRIES WILL NOT BE ACCEPTED AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE WHYALLA MOTORCYCLE CLUB.**

4. INSURANCE:

- 4.1. National Personal Accident Scheme provides basic cover for death and permanent disability.
- 4.2. Ambulance Insurance is compulsory for licensees.
- 4.3. **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.**

5. MEDICAL SERVICES:

[St John Ambulance Volunteers from practice till end of racing](#)

6 ENTRY FEE:

- 6.1. [\\$25 per rider, Nippers only \\$15, plus \\$10 for day membership if not a club member \(Yearly membership \\$45 Family, \\$35 Senior, \\$25 Junior\)](#)
- 6.2. Payment by cash or cheque only. **ANY FEES FOR DISHONoured CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
- 6.3. Cheques and Money Orders are to be made payable to the [Whyalla motorcycle club](#).
- 6.4. Please include a self addressed stamped envelope for confirmation of entry and the issuing of entry passes and any final instructions. **NO ENVELOPE - NO PASSES.**

7 ENTRY PASSES:

Not Applicable

8 CLASSES OF COMPETITION

50cc Nippers 4-u9yrs (Demonstration)
50cc Euros 7-u9yrs
65cc 7-9yrs & 10-12yrs
85/150cc SW 9-11yrs & SW/BW 12-15yrs
Junior Lites 13-15yrs
Senior Lites
Senior Opens
Veterans All Powers 35yrs+
Vintage All powers (pre 1981)

9 AWARDS AND PRIZEMONEY:

Trophies and/or Ribbons

10 ENTRIES TO CONSTITUTE A CLASS:

- 10.1. To constitute a class, the number of contestants entered and competing in each class shall be **4 riders**
- 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 prizemoney, will be at the discretion of the [club or promoter - whichever is applicable], subject to Motorcycling SA Inc. approval.

11 RACE FORMAT:

Practice 3 laps
4 laps Juniors and Veterans
5 laps Seniors

12 MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCRs for Motorcross competition.
- 12.2 Multiple entry of the one machine in the same class of competition is not permitted.
- 12.3 **Vintage machines must be air cooled, drum brakes only, no power valves, no linkage suspensions either twin shock or mono, riders to be suitable dressed as per GGR's**

13 GRID POSITIONS:

First in, First serve basis

14 RIDERS' BRIEFING:

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

Riders Practice: Riders are required to attend at Practice.

15 DRUG AND OR ALCOHOL TESTING:

- 15.1 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.
- 15.2 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 prizemoney may be delayed at the Motorcycling SA Inc. discretion until the results of the tests are known.
- 15.3 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be at the time of riders briefing with the completion of the meeting for the participant being when the participant has vacated the venue.

16 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.

17 TIMETABLE:

Gates open by 7.00am, Scrutineering & sign in from 7.30am – 8.30 am, Riders brief at 8.45am, Racing starts when practice finishes
Senior riders to produce MA licences and Junior riders to produce log book at sign in.

18 CIRCUIT DESCRIPTION:

Circuit consists of natural terrain with man made jumps, Table tops Whoops, drop offs, banked curves and straights

19 STARTS:

30 Gates. Drop Back. 15sec & 5sec Board

20 RACING:

Format to announced at riders brief

Important Information for Junior Riders:

1 A rider's age on 1 January will determine his/her age for competition that year. However, a rider may move to the next higher class when he/she becomes eligible to do so during the year, but once a rider moves to the higher age class in any competition, he/she may not go back to the lower age class. Points earned in a lower age class will not transfer to the higher class. This rule will apply to all riders up to and including 16 years old.

2 If you start in an age group at the beginning of the series and if you move up into the next age group during the year, you cannot drop back and finish the series.

3 Logbooks – All junior riders **MUST** hand their Log Book in at Sign On.

21 NOISE:

PLEASE NOTE NOISE LEVELS HAVE BEEN REDUCED TO 96dbs for 2 stroke and 94 dbs for 4 stroke machines. ANY MACHINE FOUND TO EXCEED NOISE LEVELS MAY BE EXCLUDED FROM THE EVENT.

22. 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 \$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.

23. SPECIAL NOTES AND WARNINGS:

Presentations will be conducted in the canteen area shortly after racing has finished

Toilets and canteen facilities will be available on the day

Free entry to competitors and spectators

Riders will be nominated flag duty on the day to help run the day this will be done at sign in. No flaggie, no ride policy.

23.1 Alcohol is not permitted in the pits during racing

23.2 No Riding in the pits - **\$50.00 fine will be imposed**

23.3 No dogs are allowed in the venue with the exception of guide dogs

23.4 No open footwear in the pits or on the track

23.5 Camping at the track is permitted, no fires allowed in pit area, area to be left clean no rubbish or waste. Contact Whyalla motorcycle club committee for more information if required



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:
 - 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.

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:

PARTICIPANT DECLARATION **CONTRACT TO PARTICIPATE IN THE WMCC CLOSED TO CLUB** **MX4**

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

MEDICAL

- I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

- I hereby consent to the collection of my personal information by the **Whyalla motorcycle club**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Whyalla motorcycle club**, 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 the **Whyalla motorcycle club** by contacting the **Whyalla motorcycle club** at **P.O. Box 2119 Whyalla Norrie ,Whyalla, South Australia, 5608** 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.



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
- 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.

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:

PASSENGER (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
- 4) Whyalla motorcycle club
- 5) Whyalla motorcycle club
- 6) Whyalla motorcycle club
- 7) Whyalla motorcycle club
- 8) St John Volunteers
- 9) <Add Other Here>
- 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:

Sunday 5th of September 2010

SCHEDULE 3:

Whyalla Motocross track 10km south on Port Lincoln Hi-way