

Southern Cross Motorcycle Club

Arena Cross

OFFICIAL ENTRY FORM
Sunday 10th October 2009

SUPPLEMENTARY REGULATIONS

VENUE: Ritchie Kings Memorial Park



PERMIT NO:

INDEMNITY

MOTORCYCLE RACING IS DANGEROUS AND CAN RESULT IN INJURY TO COMPETITORS AND DAMAGE TO MACHINERY

These supplementary regulations and attached entry form are important documents, which affect your legal rights and obligations. Read these documents carefully and do not sign the ENTRY FORM for this competition unless you are completely satisfied that you understand the contents and agree to be bound by them.

1. ANNOUNCEMENT & JURISDICTION

The Southern Cross Motorcycle Club, known as the PROMOTER, will conduct the meeting in accordance with the 2009 GENERAL COMPETITION RULES OF MOTORCYCLING AUSTRALIA (GCR's), these supplementary regulations & any additions or amendments approved by MWA.

2. OFFICIALS

Officials are appointed with the approval of MWA. Control will be under the Clerk of Course with the supervision from the Steward/s of the meeting who reserve the right to alter, postpone or cancel all or part of the event program if required, without notice.

Steward	Tuesday Wallace
Clerk of Course	Graham Pritchard
Race Secretary	Yvonne Bopp
Machine Examiner	Dwayne Kings

ELIGIBLE CLASSES & EVENTS

2.1. CLASSES

Juniors:

85/150F BW/SW 12- U16

150T/250F 13- U16

Seniors:

Veterans

Clubman Lites

Clubman Open

Pro/Intermediate Lites

Pro/Intermediate Open

Juniors may ride both classes only if there are available positions on the grid and have the correct coaching. Seniors may ride two classes if grid positions are available.

3. EVENTS - PROPOSED RACE FORMAT

Proposed format only-subject to change according to entries received.

3.1.

1. Race 1	85/150F
2. Race 2	150T/250F
3. Race 3	Pro/Inter Open
4. Race 4	Clubman Open
5. Race 5	Vets
6. Race 6	Clubman Lites
7. Race 7	Pro/ Inter Lites
8. Race 8	85/150F
9. Race 9	150T/250F
10. Race 10	Pro/Inter Open
11. Race 11	Clubman Open
12. Race 12	Vets
13. Race 13	Clubman Lites
14. Race 14	Pro / Inter Lites
15. Race 15	85/150F
16. Race 16	150T/250F
17. Race 17	Pro/Inter Open
18. Race 18	Clubman Open
19. Race 19	Vets
20. Race 20	Clubman Lites
21. Race 21	Pro/ Inter Lites
22. Race 22	Le mans Invitational

Race laps to be announced on the day of event.

4. MINIMUM / MAXIMUM RIDERS

The maximum number of entries that will be accepted per class is 20 riders. The minimum number of entries to constitute a class is 8 riders. Classes may be altered to suit entries received subject to promoter's approval.

5. ENTRY FEES AND CONDITIONS

5.1. CLOSING DATE FOR ENTRIES

Entries will officially close 7 days prior to the event -2/10/09

Late entries may be accepted up to 7/10/2009

Late entry fee of \$40.00 may be charged.

5.2. ENTRY FEES

Entry fees: \$60 per rider. \$15.00 for Extra Class, if grid positions available.

Extra machine will be allowed but the machine must go through machine examination in the time specified. Sponsors names will be accepted. Sponsors will be shown next to a rider's name in the program at the promoter's discretion.(List sponsors in order of preference as space may be limited).

5.3. ADDRESS FOR ENTRIES

Correct entry forms are to be sent to:

The Race Secretary
PO Box 60
Southern Cross WA 6426

Cheque or money order is to be made payable to Southern Cross Motorcycle Club
A stamped self-address envelope **must** be included for return of receipt and passes.

6. MACHINE EXAMINATION

Pits will open 1.00pm.

Machine examination from 1.30pm to 3.00pm.

All competitors must present themselves with their MA license, proof of current club membership listed on their licence and full riding gear for inspection.

Any machine not presented with all of the above requirements will be rejected!

ALL MACHINES MUST CONFORM TO THE GCR's.

7. TRANSPONDERS

Transponders will be compulsory at this meeting. Transponders can be purchased through MWA, or hired for \$15.00 per day.

It is compulsory to have purchased and fitted a transponder bracket prior to this meeting. Transponder brackets are available for purchase for \$15.00 through MWA.

You must supply your own cable ties.

Condition of entry:

- When a transponder is transferred to the competitor, it is the competitor's responsibility for any repairs or replacement cost of the transmitter if damaged or lost.
- It is the competitor's responsibility to ensure the transponder is mounted correctly, and securely to prevent damage from fouling other components on the machine.
- It is the competitor's responsibility transponders are returned in good condition at the end of the event, or if due to machine failure or injury before the machine leaves the pit area. **Competitors WILL be fined \$50 for not returning transponders on the day.**
- Transponders must be returned to the designated person as advised at the riders briefing.
- For transponders not returned on the same day, or not returned to the designated person, in addition to the \$50 fee, the hirer is responsible for the transponder until it arrives back at the MWA office. This includes while in transit with Australia Post and by Courier. No excuse will be entertained for non-delivery. It is recommended transponders be hand-delivered.
- Transponders must be fitted for all practice sessions.

NOTE: The onus is on guardian/rider to ensure transponders are on machines prior to each event.

8. RACE CONDITIONS

8.1. RIDERS MEETING

A riders meeting will be held 3.30pm. All riders, volunteers and junior parents must attend.

8.2. PRACTICE

Practice will commence at 4.00pm on the day for all capacity classes. **Minimum of 5 laps**

8.3. START METHOD

Self-penalising drop gates. Clutch start.

1. 15 second board displayed to all riders for full 15 seconds
2. At the end of 15 sec a 5-sec board will be displayed.
3. The gate will drop between 5 and 10 seconds after the 5-sec board is shown.

Gate positions will be drawn by ballot by the rider on the day.

Only authorised officials will be permitted on the starting line

The LeMans Invitational will be the selected from the 17 fastest senior riders lap times of the event with 3 gate selections to be at the promoters discretion. (If one of the selected riders is unable to or does not wish to compete then the positions will be filled by the next fastest senior riders until all gates are full). Starting for the LeMans will be all riders behind the start gate when the gate drops they will run 20 meters to their bikes start them and go (dead engine start).

8.4. FINISH METHOD

A one-lap board will be displayed to the riders indicating when one lap remains. The chequered flag is displayed to signal the race is finished.

8.5. PROTESTS

All protests shall be in writing and accompanied by a fee of \$70.00 (refer GCR's).

9. AWARDS

Prizes/ prize money will be awarded for first, second and third in each race and for first, second and third in the Le Mans Final.

10. FIRST AID

St John Ambulance personnel will be in attendance.

It is a condition of entry that First Aid **MUST** be accepted wherever deemed necessary by the attending first aides. The Steward of the day has the right to refuse further racing of a rider if first aide requirements are not adhered to.

10.1. **Injuries**

Riders transported to hospital must obtain a medical clearance which is to be produced on demand at the next race meeting.

10.2. **Ambulance Cover**

All riders are reminded that ambulance cover is compulsory as a condition of your licence. Cover must be maintained for the duration of your licence.

11. GENERAL RULES

11.1. No alcoholic beverages allowed in pits or racing circuit.

11.2. There will be no riding of bikes other than on the track.

11.3. Machines must be pushed to and from vehicles and in and out of the pits. Engine may be running to assist.

11.4. Dogs will not be permitted (except guide dogs).

11.5. Enclosed footwear must be worn in the pits at all times.

11.6. NO Pit bikes

11.7. No Smoking in the Pits or on the race circuit.

12. TIME SCHEDULE

PITS OPEN	1.00pm
MACHINE EXAMINATION	1.30pm-3.00pm
RIDERS MEETING	3.30pm
PRACTICE	4.00pm
FIRST RACE	6.00pm – 7.00pm
BREAK UNTIL DARK, SECOND , THIRD ROUND	
Le mans Invitational PRESENTATIONS	Following final event.

13. ADDITIONAL INFORMATION

13.1. **FACILITIES**

Full canteen will be running.

Please obey promoter's instructions as to parking.

Bar on site, no BYO

13.2. **ENQUIRIES**

For any enquiries

Dwayne Kings;	Phone	9049 5030 After 6.00 pm
	Fax	9049 5052
	Email	rtkracing@activ8.net.au

Jamie Taylor	; Phone	9049 5262 After 7.00 pm 0429436213
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SOUTHERN CROSS MOTOR CYCLE CLUB INC.



ARENA CROSS Saturday 10th October 2009

OFFICIAL ENTRY FORM

MA LICENCE NO.	LICENCE EXPIRY DATE.	RACING NO.	MWA GRADING

RIDERS NAME _____

ADDRESS _____

POSTCODE _____ PHONE NO _____

DATE OF BIRTH _____ MALE/FEMALE _____ AGE AS AT EVENT _____

RIDERS CLUB _____ EXPIRY DATE OF CLUB MEMBERSHIP _____

SPONSORS _____

PLEASE FILL IN THE FOLLOWING

LAS	GRADE	MACHINE	STROKE	RACING NUMBER	ENTRY FEE

Transponder Number or riders who have purchased their own personal transponders only)	
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FEES PAYABLE

	ONE (1) CLASS	TWO (2) OR MORE CLASSES	TOTAL
RIDER	\$60.00	\$15 PER extra class	
TRANSPONDER HIRE	\$15.00 each transponder (if applicable)		
ATE ENTRY FEE	\$40.00 (CROSS OUT IF NOT APPLICABLE)		
TOTAL AMOUNT PAYABLE AND ENCLOSED (INCLUSIVE OF GST)			\$

I WOULD LIKE TO NOMINATE FOR THE LE MANS INVITATIONAL: _____

Quoting an Australian Business Number (ABN)

The goods and services tax affects the payment of prize money.

If you do not provide an ABN or declare the sport as a hobby, the Promoter may withhold 48.5% of prize money over \$50:00 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 prize money is paid.

I am a professional rider and my ABN is _____

Motorcycle Sport is my hobby, which is the reason I am not quoting an ABN

NO HASSLE POLICY: ANY RIDER ENTRANT OR PERSON ASSOCIATED WITH THE RIDER OR ENTRANT SHALL CONDUCT THEMSELVES IN AN ORDERLY MANNER. A RIDER SHALL BE RESPONSIBLE FOR HIS OWN CONDUCT AND FOR THAT OF ANY PERSON WITH WHOM HE IS ASSOCIATED. ANYONE WHO ABUSES OR THREATENS VERBALLY OR PHYSICALLY ANY OFFICIAL OR ANY OTHER PERSON AT THE EVENT SHALL BE DEEMED TO BE IN BREACH OF THIS RULE. PENALTIES MAY BE IMPOSED BY THE STEWARD OF THE DAY FOR A BREACH OF THIS RULE IE: REPRIMAND OR WARNING "FINE", "EXCLUSION FROM THE MEETING". ALL BREACHES WILL BE REPORTED TO MWA FOR FURTHER POSSIBLE ACTION. INCOMPLETE OR INCORRECT ENTRIES WILL NOT BE ACCEPTED. PLEASE ENSURE THE INFORMATION CONTAINED ABOVE IS CORRECT. PLEASE READ AND SIGN THE REVERSE SIDE OF THIS FORM. YOUR ENTRY WILL NOT BE ACCEPTED UNLESS THIS FORM IS FULLY COMPLETED IN THE CORRECT MANNER.

OFFICE USE ONLY			
PAID:	CHQ	CASH	M/O

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE

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):
X..... [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:

- 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.
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. I hereby consent to the collection of my personal information by the Southern Cross 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 Southern Cross 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 Southern Cross Motorcycle Club by contacting Southern Cross Motorcycle Club inc at PO Box 60 Southern Cross WA 6426 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:
- I ACKNOWLEDGE that:
 - If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
 - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer

- competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
- may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

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.

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):

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:

- I/we have read the whole of this document and understand it;
 - I/we consent to the entrant participating in the Event; AND
 - I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
 - I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.
16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

PARENT/GUARDIAN

SIGNATURE: X DATE:

SCHEDULE 1.

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Western Australia
- Southern Cross Motorcycle Club inc
- Ritchie Kings Memorial Park
- Southern Cross Motorcycle Club inc
- St Johns Ambulance

- All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 10th October 2009

SCHEDULE 3:

Ritchie Kings Memorial Park, South Yilgarn Road