

# SOUTHERN CROSS MOTOR CYCLE CLUB INC.

SOUTHERN CROSS, WESTERN AUSTRALIA

Presents the  
2009

## “KID OF THE CROSS”



SATURDAY 1<sup>st</sup> AUGUST 2009

RICHIE KINGS MEMORIAL PARK  
SOUTH YILGARN ROAD, SOUTHERN CROSS, W.A.

### SUPPLEMENTARY REGULATIONS

PERMIT NO:

TRACK LICENSE 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 Inc, known as the PROMOTER, will conduct the meeting in accordance with the 2009 GENERAL COMPETITION RULES OF MOTORCYCLING AUSTRALIA, 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.

MWA Appointed Steward  
Clerk of Course  
Race Secretary  
Machine Examiner

Darral Holman  
Graham Pritchard  
Amanda Divitini  
Julian Unkovich

### **3. ELIGIBLE CLASSES & EVENTS**

#### **3.1. CLASSES**

50cc Non-competitive	4 - U9 yrs		
50cc Division 2	7 - U9 yrs	A B C	Grades
65cc	7 - U13 yrs	A B C	Grades
85cc 2 stk standard & 150cc 2 & 4 Stk	9 - U12 yrs	A B C	Grades
85cc 2 stroke strd/big wheel	12 - U16 yrs	A B C	Grades
150cc 2 & 4 Stroke	12 - U16 yrs	A B C	Grades

125cc 2 stroke	13-U16yrs	A B C	Grades
250cc 4 stroke	13 - U16 yrs	A B C	Grades
Quads 200cc 2 str – 300cc 4 str	12 – U16yrs		

AGE DIFFERENCE OF GREATER THAN (4) FOUR YEARS WILL BE PERMITTED.

All grades subject to nomination. Grades may be combined according to entries received.

**3.2. GRADED RACING**

The Junior Grading Committee may grade all riders. Riders will be notified in due course.

**Plate Colours**

Grade	Under 9	9 to under 12	12 to under 14	14 to under 16
Background Colour	Mid Blue	Canary Yellow	Mail Box Red	Black
Figure Colour	White	Black	White	Yellow

Plate colours will apply to all capacity classes. Side plates must be the same colour as front plates. Riders must display a back number in contrasting colours at all times (refer GCR's).

Riders must have had their:

1. 4<sup>th</sup> Birthday to compete on 50cc Non Competitive machines
2. 7<sup>th</sup> Birthday to compete on 50cc division 2 machines
3. 7<sup>th</sup> Birthday to compete on 65cc machines
4. 9<sup>th</sup> Birthday to compete on 85cc standard wheel machines
5. 12<sup>th</sup> Birthday to compete on 85cc big wheel machines
6. 13<sup>th</sup> Birthday to compete on/up to 125cc/150cc 2stroke or 250cc 4stroke machines

**3.3. EVENTS**

50cc solo	4 laps	3 rounds (time permitting)
65cc solo	4 laps	3 rounds (time permitting)
85cc solo & 150cc 4 Stroke solo	4 laps	3 rounds (time permitting)
125cc/150cc 2stroke & 250cc 4ste solo	5 laps	3 rounds (time permitting)
Quads	4 laps	3 rounds (time permitting)

**4. MINIMUM / MAXIMUM RIDERS**

The maximum number of entries that will be accepted per class is 40 riders except in the Quad class where the maximum number of entries will be 20.

The minimum number of entries to constitute a class is 5 riders. Classes may be altered to suit entries received subject to Junior Sub Committee approval.

**5. ENTRY FEES AND CONDITIONS**

**5.1. CLOSING DATE FOR ENTRIES**

Entries will officially close Tuesday 21<sup>st</sup> July 2009. However entries may be accepted up to Friday 24<sup>th</sup> July 2009 with the penalty of \$25.00 per rider.

**5.2. ENTRY FEES**

Entry fees: \$40.00 per rider plus \$20.00 per machine per extra class entered.  
 Family rates: \$40.00 for first rider  
 \$20.00 for second rider  
 Free for third or more riders

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. Please list sponsors in preferential order.

**5.3 ADDRESS FOR ENTRIES**

Correct entry forms are to be sent to:  
 The Race Secretary – Kid of the Cross  
 PO Box 60  
 Southern Cross, WA, 6426

*Cheque or money order is to be made payable to SOUTHERN CROSS MOTORCYCLE CLUB*  
**A STAMPED SELF ADDRESSED ENVELOPE MUST BE INCLUDED WITH EACH ENTRY FOR THE RETURN OF PASSES.**

## **6. MACHINE EXAMINATION**

Pits will open 6am.

Machine examination from 6.15am to 7.45am.

**All competitors must present themselves with their MA license, proof of current club membership listed on their license, machine/s 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 GENERAL COMPETITION RULES.**

Machines may be measured, bore & stroke for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place getters. The Steward and Clerk of Course will be responsible for the decision to measure machines that day. Any machine may be measured at the request of the Steward or under protest.

**Noise Testing** To ensure compliance with GCR's and local environment regulations regular noise testing will be conducted at Motorcycling WA events.

Machines may be tested for noise at this event. The stroke of your machine must be supplied on the attached entry form. Failure to supply the stroke of your machine if required to be noised tested, may result in exclusion from this event.

Please ensure your machine has a properly packed muffler and all after market exhausts meet the maximum noise levels as per GCR regulations.

## **7. TRANSPONDERS**

Transponders will be compulsory at this meeting, except for 50cc Non Competitive bikes.

Transponders can be purchased through MWA or hired for \$12.50 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 rider's 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.

Please download order forms from the website [www.motorcyclingwa.org.au](http://www.motorcyclingwa.org.au) and forward to MWA.

## **8. RACE CONDITIONS**

The promoters reserve the right to postpone, cancel or change the program if necessary with MWA approval prior to the meeting or with permission from the Steward on the day of the meeting.

Control will be under the Clerk Of Course with supervision from the Steward whose interpretation shall be binding and is FINAL.

### **8.1. RIDERS BRIEFING**

A riders briefing will be held at 7.50am. All riders must attend.

### **8.2. PRACTICE**

Practice will commence at 8am on the day for all capacity classes.

Minimum 3 laps time permitting.

Order of practice will be as follows:

- |                                    |          |
|------------------------------------|----------|
| 1. 250cc 4stk & 150cc 2 stk        | 13-U16   |
| 2. 125cc 2stroke                   | 13-U16   |
| 3. Quads 200cc 2 str – 300cc 4 str | 12-16yrs |
| 4. 85cc/150cc 4stk                 | 9-U12    |
| 5. 50cc Non Competitive            | 4-U9     |
| 6. 65cc                            | 7-U13    |
| 7. 85cc/150cc                      | 12-U16   |
| 8. 50cc Div 2                      | 7 -U9    |
| 9. 65cc                            | 7 -U13   |

### **8.3. GATE SELECTION**

Riders are not permitted on the start grid until authorized by the officials.

GRID SELECTION: Heat 1 – Rider to select a peg from the bucket. Peg 1 = first selection of all gates, peg 25 = 25<sup>th</sup> selection.

GRID SELECTION: Remaining heats – Riders will select their gate as per the finishing order of the previous heat i.e. 1<sup>st</sup> place = 1<sup>st</sup> selection of all gates, 25<sup>th</sup> placing = 25<sup>th</sup> selection of remaining gates.

### **8.4. 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.

Riders to be in start gates for the next race as soon as practical.

Dead motors in the starting area.

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

Starting blocks are permitted as per GCR's.

**Only authorized officials and riders will be permitted on the starting line.**

### **8.5. FINISH METHOD**

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

### **8.6. ABSENTEEISM & MALINGERING**

In accordance with GCRs any rider who enters for any competition and who fails to be present at the start must advise, **in writing**, either the steward or MWA of the scratching and submit a reasonable explanation or a penalty may be imposed by MWA.

### **8.7. CHANGE OF MACHINE**

A change of machine is permitted as per GCR's on the condition that **written** notification must be in the hands of the Clerk of the Course at least 10 minutes prior to the race in which the substitution is to be made and further, that the replacement machine must have been correctly entered, examined and passed at machine examination. Machine change must be of the same capacity.

### **8.8. PROTESTS**

The right to protest lies only with the rider, who should indicate prior to leaving the circuit that they wish to lodge an official protest by use of the purple protest flag and/or an official at the exit point of the race circuit. All protests shall be lodged in accordance with the GCRs in writing and accompanied by a fee of \$70.00 (refer GCR's).

## **9. PITS**

"Closed Pits" will be in operation, however, you must still pit in the designated pit area. Competitors are to comply with the requests of the club as to parking and machine scrutineering. Competitors are to **push** their machines to and from the start marshalling area.

Machines must remain in pits for the duration of the days racing, unless permission has been granted by the Steward to remove the machine. Riders of machines removed without authority may be excluded and all points forfeited for the day's event and/or incur a fine of up to \$100.00.

AN ADULT MUST ACCOMPANY CHILDREN U/16 AT ALL TIMES.

STRICTLY NO ALCOHOL IN THE PITS.

DOGS ARE NOT PERMITTED WITHIN THE CONFINES OF THE CIRCUIT.

## **10. AWARDS**

### **10.1 KID OF THE CROSS**

**Race will be contested over 6 laps.**

**The top 36 point scorers for the day in the 125 2 stroke and 150cc 2 stroke /250 4 stroke classes will automatically qualify for the feature race the "Kid of the Cross", the remaining four (4) places will be filled at the promoters discretion.**

Trophies will be awarded to Kid of the Cross 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> places on a first over the line basis regardless of grade or class.

### **10.2 TROPHIES**

Trophies will be awarded in all classes based on entries received.

1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> in each class where five (5) or more entries are received.

If there are less than 5, then the classes may be combined with the approval of the junior Sub Committee. When two classes are combined (due to low number of entries) prizes are awarded at the discretion of the promoter.

50cc Non Competitive 4 – U9yr competitors ALL receive a competitor's award. The awards will be the same for all Non Competitive competitors.

All shields are to remain in the possession of the Southern Cross Motorcycle Club.

POINTS WILL BE SCORED AS PER GCR 5.8.9.1 AS FOLLOWS:

PLACE	1 <sup>st</sup>	2nd	3rd	4th	5th	6th	7 <sup>th</sup>	8th	9th	10th
POINTS	25	22	20	18	16	15	14	13	12	11
PLACE	11 <sup>th</sup>	12th	13th	14th	15th	16th	17th	18th	19th	20th
POINTS	10	9	8	7	6	5	4	3	2	1

## **11. 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 aid requirements are not adhered to.

### **11.1. Injuries**

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

### **11.2. 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.

## **12. PARENT PARTICIPATION**

Riders who intend to practice or participate must be accompanied by a parent or guardian, who may be required to do flag marshal duty if called upon to do so. The Steward/s of the meeting reserve the right to withdraw any rider of the event if the parent or nominated person refuses to carry out such duties without showing just cause.

### **12.1. Flag Marshall Duties**

Parents or guardians who are required to do flag duties must sign on at machine examination. If you do not sign on your rider will be excluded from practice and competition unless just cause can be proven to the Steward of the day.

## **13. NO HASSLE POLICY**

Any rider or 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 that of any person with whom he is associated. Anyone who abuses or threatens personally or physically any official or any other person present at the event shall be deemed to be in Breach of this rule.

The Steward for a breach of this rule may impose PENALTIES on the day of this meeting i.e.:

\*Reprimand or warning.

\*Fine.

\*Expulsion from the meeting.

All breaches will be reported to MAWA for possible further action.

## **14. GENERAL RULES**

**14.1.** This is a fully licensed event and **no BYO ALCOHOL** is allowed. Vehicles may be searched prior to them entering the venue. No alcoholic beverages allowed in pits or racing circuit. A limited licensed bar will be operating.

**14.2.** **There will be no riding of pit bikes or quads bikes other than on the track.**

**14.3.** Machines must be pushed to and from vehicles and in and out of the pits.

**14.4.** Dogs will not be permitted (except guide dogs).

**14.5.** Machines must remain in pits for the duration of the days racing, unless permission has been granted by the Steward to remove the machine. Riders of machines removed without authority may be excluded and all points forfeited for the day's event and/or incur a fine of up to \$100.00.

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

**14.7.** NO pushbikes, quads or scooters permitted within the premises.

## **15. TIME SCHEDULE**

PITS OPEN	6.00am
MACHINE EXAMINATION	6.10am-7.50am
PITS CLOSE	7.45am

RIDERS BRIEFING	7.50am
PRACTICE	8.00am
FIRST RACE	9.00am
PRESENTATIONS	Following final event.

## **16. PROPOSED RACE FORMAT**

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

<b><u>RACE EVENT</u></b>	<b><u>LAPS</u></b>
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1.	250cc4 stk & 150cc 2stk	5
2.	Quads	4
3.	85cc/150cc4 stk 9 - U12	4
4.	125cc 13-U16	5
5.	50cc Non Competitive	4
6.	85cc/150cc 4 stk 12 – U16	4
7.	50cc Div 2, 7 – U9	4
8.	65cc 7 - U13 C & D	4
9.	65cc 7 - U13 A & B	4
10.	250cc4 stk & 150cc 2stk	5
11.	Quads	4
12.	85cc/150cc 4stk9 - U12	4
13.	125cc AB&C	5
14.	50cc Non Competitive	4
15.	85cc/150cc4stk 12 – U16	4
16.	50cc Div 2, 7 – U9	4
17.	65cc 7 – U13 A & B	4
18.	65cc 7 - U13 C & D	4
19.	250cc4 stk & 150cc 2stk	5
20.	Quads	4
21.	85cc/150cc4stk 9 – U12	4
22.	125cc AB &C	5
23.	50cc Non Competitive	4
24.	85cc/150cc 4stk12 – U16	4
25.	50cc Div 2, 7 – U9	4
26.	65cc 7 – U13 A & B	4
27.	65cc 7 – U13 C & D	4
<b>28.</b>	<b>KID OF THE CROSS</b>	<b>6</b>

### **PRESENTATIONS**

## **17. FACILITIES**

Camping allowed at the track. Entry fees to the weekend will be charged from Friday at the general entrance rates. Each entrant will receive one riders pass and one mechanics pass for the weekend. Hot showers and toilets available.

Full canteen and bar will be running.

Signs will be posted from Great Eastern Highway, Southern Cross.

Please obey promoter's instructions as to parking & camping, strictly no animals.

**This is a fully licensed venue and NO BYO ALCOHOL is allowed. Vehicles may be searched prior to entering the venue.**

## **18. ACCOMMODATION**

### **Southern Cross**

Palace Hotel	90491555	Southern Cross Motel	90491144
Club Hotel	90491202	Railway Tavern	90491030
Caravan Park	90491212	Southern Cross Village	90491416

### **Out of town.**

22km West- Moorine Rock Hotel-Motel	90491235
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35km North- Bullfinch Hotel  
34km South- Marvel Loch Hotel

90495033  
90401011 36km East Yellowdine 90242002

## **19 ENQUIRIES/CONTACTS**

Amanda Divitini (Secretary) Phone 90491157 After 6pm Mobile 0427491157  
Dwayne Kings (President) Phone 90495030 Mobile 0428495030  
Email [rtkracing@activ8.com.au](mailto:rtkracing@activ8.com.au)

# **SOUTHERN CROSS MOTOR CYCLE CLUB INC.**

★ PO BOX 60, SOUTHERN CROSS, WESTERN AUSTRALIA, 6426

**2009**

## **"KID OF THE CROSS"**

SATURDAY 1<sup>ST</sup> AUGUST 2009

**OFFICIAL ENTRY FORM**



MA LICENSE NO.	LICENSE EXPIRY DATE	RACING NO.	MWA GRADING
	/ /		
TRANSPONDER SERIAL NO.			

RIDERS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTCODE \_\_\_\_\_ PHONE NO \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ MALE/FEMALE \_\_\_\_\_ AGE AS AT EVENT \_\_\_\_\_

RIDERS CLUB \_\_\_\_\_ EXPIRY DATE OF CLUB MEMBERSHIP \_\_\_\_\_

SPONSORS (Programme listing will be at the promoter's discretion, list sponsors in order of preference).

### PLEASE FILL IN THE FOLLOWING

CLASS	AGE GROUP	GRADE	MACHINE	STROKE	ENTRY FEE
50CC Non Competitive					
50CC DIV 2					
65CC					
85CC STD/150CC 4stroke					
85CC/150CC 4st STD/BW					
125cc 2stroke					
250 4stroke/150cc 2stk					
Quads 200cc 2 stk – 300cc 4 stk					

FEES PAYABLE	ONE (1) CLASS	TWO (2) OR MORE CLASSES	TOTAL
1 <sup>ST</sup> RIDER	\$40.00	\$20.00 PER EXTRA CLASS	
2 <sup>ND</sup> RIDER	\$20.00	\$20.00 PER EXTRA CLASS	
3 <sup>RD</sup> RIDER & OVER	FREE	\$20.00 PER EXTRA CLASS	
LATE ENTRY FEE (CROSS OUT IF NOT APPLICABLE)			\$25.00
TRANSPONDER HIRE FEE (CROSS OUT IF NOT APPLICABLE)			\$10.00
<b>TOTAL AMOUNT PAYABLE AND ENCLOSED</b>			<b>\$</b>

**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 **MAWA** 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
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PAID:	CHQ
NOTES:	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.**

**X 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:
- 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. I hereby consent to the collection of my personal information by the Southern Cross Motor Cycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Southern Cross Motor Cycle 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 Southern Cross Motor Cycle Club by contacting the Southern Cross Motor Cycle Club 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 ..... X .....

SIGNATURE: ..... X ..... DATE: .....

### SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Western Australia
- Southern Cross Motor Cycle Club
- Southern Cross Motor Cycle Club
- Shire of Yilgarn, Western Australia
- KTM Australia and other sponsors
- 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
- 10) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

6.00 am Saturday 1<sup>st</sup> August 2009

### SCHEDULE 3:

Richie Kings Memorial Park, South Yilgarn Road, Southern Cross