

SOUTHERN CROSS MOTOR CYCLE CLUB INC.

SOUTHERN CROSS, WESTERN AUSTRALIA

Presents the

2009

"KING OF THE CROSS"

SUNDAY 2nd AUGUST 2009

RICHIE KINGS MEMORIAL PARK
SOUTH YILGARN RD, 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 as a national competition under the 2009 GENERAL COMPETITION RULES of MOTORCYCLING AUSTRALIA, these Supplementary Regulations and 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	Darral Holman
Clerk of Course	Graham Pritchard
Race Secretary	Amanda Divitini
Machine Examiner	Julian Unkovich

3. ELIGIBLE CLASSES & EVENTS

3.1. CLASSES & EVENTS

LITES (up to 125/150cc 2stroke & up to 250cc 4stroke)	Pro/Intermediate/Clubman	3 x 5 Laps
OPEN (over 126cc 2stroke & 251cc to 650cc 4stroke)	Pro/Intermediate/Clubman	3 x 5 Laps
VETERANS (over35yrs) – (all capacities)	Pro/Intermediate/Clubman	3 x 4 Laps
WOMEN (all capacities)		3 x 4 Laps
QUADS (all capacities)		3 x 4 Laps

3.2. PLATE COLOURS

Plate colours are as per the GCR's

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.

4. MINIMUM/MAXIMUM RIDERS

The maximum number of entries that will be accepted per class is forty (40) except the Quad class where it will be twenty (20). The minimum number of starters required to constitute a class is eight (8) competitors.

5. ENTRY FEES & CONDITIONS

5.1. CLOSING DATE FOR ENTRIES

Entries will officially close **Tuesday 22nd July**. However entries may be accepted up to **Friday 24th July** with the penalty of **\$50.00**. Late entries may not be included in the programme.

5.2. ENTRY FEES

All classes \$65.00 per class. Competitors entering in more than one class must pay the full entry fee for each class as listed above eg Pro Lite & Pro Open = \$130.00.

5.3. ENTRY CONDITIONS

All entries must be correctly submitted on the supplied entry form stating the correct capacity and grade. The entry form and indemnity clauses must be signed.

Competitors must be current registered members of the affiliated club on their MA National Competition License. Competitors must be able to produce proof of current club membership. Club membership cards or receipts must be presented with the competition license at machine examination for inspection. Incomplete or late entries will not be accepted and will be returned to the entrant.

Interstate riders must include with their entry, documented proof of their current grading from their LCB. The promoters reserve the right to refuse any unacceptable entry.

5.4. ADDRESS FOR ENTRIES

Entries are to be sent to: The Race Secretary - King of the Cross
Post Office Box 60
Southern Cross, WA , 6426

Cheques and money orders are to be made payable to the: Southern Cross Motorcycle Club.

A STAMPED SELF ADDRESSED ENVELOPE MUST BE INCLUDED WITH EACH ENTRY FOR THE RETURN OF PASSES. If under any circumstances the event is abandoned or an entry is not accepted all entry fees will be returned. Only competitors who officially scratch themselves 8 days prior to the event, in writing shall be entitled to a refund.

6. MACHINE EXAMINATION

Pits will open 6.00am and machine examination will be held between 6.15am and 7.45am.

All competitors must present themselves with their MA National 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 1st, 2nd & 3rd 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.

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 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.

Please download order forms from the website 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 of the rules shall be binding and is final.

8.1. RIDER'S BRIEFING

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

8.2. PRACTICE

Practice will commence at 8.00am and will be 10 minutes for each class. Riders will only have 1 practice each except for those riding 2 separate capacity machines. The order of practice for each class will be as follows:

1. Clubman Lites
2. Pro & Intermediate Lites
3. Veterans
4. Clubman Open
5. Pro & Intermediate Open
6. Quads
7. Women

Practice Starts: will only be permitted during official practice. However no practice starts will be permitted after the last lapboard is displayed. Riders must leave the track via the pit return or as directed by the Clerk of Course.

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 = 25th selection.

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

8.4. START METHOD

Mass start with engines running. Machines shall be placed on the starting line. The starter will hold up the green flag and from this moment the riders are under his control.

At the completion of 2 minutes the starter will:

- a) Hold up a 15 second board for a full 15 seconds.
- b) At the end of 15 seconds a 5 second board will be displayed.
- c) The gate will then drop between 5 & 10 seconds after the 5-second board is displayed.

Starting blocks are permitted as per GCR's.

8.5. FINISH METHOD

The rider will be shown a 'one lap' board indicating that one lap remains. The checkered flag is displayed to signal the race is completed.

8.6. MECHANIC'S AREA

This is the only area where mechanics can get trackside to signal their riders and if necessary assist with mechanical problems without being penalized. Change of goggles/gloves is permitted in this area only. Please obey promoter's instructions as to designated signal area.

Competitors are reminded that crossing the circuit during racing or practice is strictly prohibited.

8.7. 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.

8.8. CHANGE OF MACHINE

Change of machine is permitted as per GCRs on the condition that written notification must be in the hands of the Clerk of 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.

8.9. PROTESTS

All protests shall be lodged in accordance with the GCRs in writing and accompanied by a fee of \$70.00 (refer GCRs).

9. PITS

"Closed Pits" will be in operation. 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.

COMPETITORS ARE RESPONSIBLE FOR THEIR OWN CONDUCT AS WELL AS THE CONDUCT OF ANY PERSON ASSOCIATED WITH THEM.

10. PRIZE MONEY & TROPHIES

HOLE SHOT AWARDS: The first rider out of the first turn in each race of the event will receive a 'hole shot award of \$50.00.

VETERAN OF THE CROSS: Points will accumulate and prize money and trophies awarded to top 3 point scorers.

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>TOTAL</u>
\$1500.00	\$1000.00	\$500.00	\$3,000.00

QUAD OF THE CROSS: Points will accumulate & prize money awarded to the top 3 point scorers & trophies to the top 3 point scorers. Prize money as follows:

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>TOTAL</u>
\$1500.00	\$1000.00	\$500.00	\$3,000.00

QUEEN OF THE CROSS: Points will accumulate & prize money awarded to the top 3 points scorers & trophies to the top 3 point scorers. Prize money as follows:

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>TOTAL</u>
\$1500.00	\$1000.00	\$500.00	\$3,000.00

TOTAL PRIZE MONEY	\$9000.00
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PRO, INTERMEDIATE & CLUBMAN FINALS:

KING OF THE CROSS:

PRO PRINCE OF THE CROSS:

		\$10,000.00 + trophy
1ST		\$7,500.00 + trophy
2ND		\$5,000.00 + trophy
3RD		\$2,500.00 + trophy

INT PRINCE OF THE CROSS:

		\$1,500.00 + trophy
1ST		\$1,000.00 + trophy
2ND		\$500.00 + trophy
3RD		

CLUB PRINCE OF THE CROSS:

		\$1,500.00 + trophy
1ST		\$1,000.00 + trophy
2ND		\$500.00 + trophy
3RD		

TOTAL **\$34,000.00**

PRESENTATIONS: Main event winners -1st, 2nd & 3rd (incl. 4th in pro final), in all solo finals, veterans, ladies & quad classes are to be present for presentations of trophies & prize monies at the completion of the final event. Best local rider will be announced at this time and must also be present. All other prize money will be posted to recipients. All shields are to remain in the possession of Southern Cross Motorcycle Club.

POINTS in accordance with GCR 12.14.0.1 (A total of 221 points)

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

11. KING OF THE CROSS

The "Pro King of the Cross"

Race will be contested over 3 races of 5 laps each. After each race there is 2 minutes from first rider to cross the finish line for the remaining riders to take there positions. Each rider will take the same position for each race. 40 Pro qualifiers.

The top 16 point scorers in Open class, the top 16 point scorers in Lites class and the top 4 point scorers in Veterans. The 4 remaining positions will be filled at the promoter's discretion.

The "King of the Cross" -The 1st placed Pro rider shall be deemed as "King of the Cross".

The "A grade Prince of the Cross" – The 2nd place Pro rider shall be deemed as the " Pro Prince of the Cross".

The "Intermediate Prince of the Cross"

Race will be contested over 6 laps.40 Intermediate qualifiers.

The top 16 point scorers in Open class, the top 16 point scorers in Lites class and the top 4 point scorers in Veterans. The 4 remaining positions will be filled at the promoter's discretion.

The 1st placed rider shall be deemed as the "Intermediate Prince of the Cross".

The "Clubman Prince of the Cross"

Race will be contested over 6 laps.40 Clubman qualifiers.

The top 16 point scorers in Open class, the top 16 point scorers in Lites class and the top 4 point scorers in Veterans. The 4 remaining positions will be filled at the promoter's discretion.

The 1st placed rider shall be deemed as the "Clubman Prince of the Cross".

12. TIME SCHEDULE

PITS OPEN	6.00am
MACHINE EXAMINATION:	6.10 – 7.45am
PITS CLOSE:	7.45am
RIDERS BRIEFING:	7.50am
PRACTICE:	8.00am
FIRST RACE:	9.15am
PRESENTATIONS:	Immediately following final event

13. PROPOSED RACE FORMAT

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

RACE	EVENT	LAPS
1.	Clubman Lites	5
2.	Pro/ Int Lites	5
3.	Veterans	4
4.	Clubman Open	5
5.	Pro/ Int Open	5
6.	Quads	4
7.	Women	4
8.	Clubman Lites	5
9.	Pro/Int Lites	5
10.	Veterans	4
11.	Clubman Open	5
12.	Pro/Int Open	5
13.	Quads	4
14.	Women	4
15.	Clubman Lites	5
16.	Pro/ Int Lites	5
17.	Veterans	4
18.	Clubman Open	5
19.	Pro/ Int Open	5
20.	Quads	4
21.	Women	4
22.	CLUBMAN PRINCE OF THE CROSS	6
23.	INTERMEDIATE PRINCE OF THE CROSS	6
24.	KING OF THE CROSS	3 x 5 Laps

PRESENTATIONS

14. 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.

14.1. INJURIES

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

14.2. 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.

15. 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.

16. DOPING TESTS

All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any of these events in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency. If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506

17. INSURANCE

The National Personal Accident policy provides basic cover for death and permanent disablement. Additional insurances including ambulance insurance are the responsibility of individuals. IT IS STRONGLY RECOMMENDED COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER

18. RESPONSIBILITY

Entrants must accept a specific condition of entry, that such entries are only received on the understanding that the SOUTHERN CROSS MOTORCYCLE CLUB INC, MWA and MA are not responsible for any damage resulting from an accident or mishap of any description to any rider, official or machine connected in any way whatsoever with the conduct and promotion of the meeting whether or not such accident or mishap is attributable directly or indirectly to the actions of any particular person or persons. The SOUTHERN CROSS MOTORCYCLE CLUB INC, MWA and MA are indemnified against all or any civil or criminal proceedings, costs or penalties relating thereto or arising out of the events or practice.

19. FACILITIES

There will be no riding of pit bikes, quad bikes or any other unregistered vehicles other than on the track.

Camping allowed at the track. Full price will be charged for entry from Friday afternoon.

Hot shower & toilets are available. Full canteen & bar will be running over the weekend.

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.

20. ACCOMMODATION

Southern Cross

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

Out of town.

22km West	Moorine Rock Hotel/Motel	90491235
35km North	Bullfinch Hotel	90495033
34km South	Marvel Loch Hotel/Motel	90401011
Yellowdine Roadhouse and Accommodation		90242001

21. ENQUIRIES / CONTACTS

Amanda Divitini Mobile 0427491157
(Race Secretary) After 6pm Phone 90491157

Dwayne Kings (President) Phone 90495030
Mobile 0428495030
Email rtracing@activ8.net.au

SOUTHERN CROSS MOTOR CYCLE CLUB INC.

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



2009

“KING OF THE CROSS”

SUNDAY 2nd AUGUST 2009

OFFICIAL ENTRY FORM

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

RIDER'S NAME _____

ADDRESS _____

POSTCODE _____ PHONE _____

DATE OF BIRTH _____ CLUB _____

EXPIRY DATE OF CLUB MEMBERSHIP _____ MEMBERSHIP No _____

SPONSORS (Programme listing will be at the promoter's discretion, please list sponsors in preferential order)

ADDRESS FOR ENTRIES IS INCLUDED IN SUPPLEMENTARY REGULATIONS.

CAPACITY/CLASS - ENTRY FEE	MAKE OF MACHINE	MODEL & CAPACITY	STROKE	GRADE	FEE PAYABLE
LITES \$65.00					\$
OPEN \$65.00					\$
VETS \$65.00					\$
WOMEN \$65.00					\$
QUADS \$65.00					\$
TRANSPONDER HIRE \$12.50	COMPULSORY UNLESS YOU OWN ONE				\$
LATE ENTRY FEE \$45.00	FOR ENTRIES RECEIVED AFTER 22/7/2009				
TOTAL AMOUNT PAYABLE AND ENCLOSED					\$

Quoting an Australian Business Number (ABN) The Goods & 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 to you.

I am a professional rider and my ABN is _____
or

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

PLEASE READ AND SIGN THE REVERSE SIDE OF THIS FORM. YOUR ENTRY WILL NOT BE ACCEPTED UNLESS THE FORM IS SIGNED AND COMPLETED IN THE CORRECT MANNER.

OFFICE USE ONLY	
PAID:	CHQ CASH M/O
NOTES:	

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:
 - 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.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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.

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:
 - 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.

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:

- 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 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:

- 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 Western Australia
- 4) Southern Cross Motor Cycle Club
- 5) Southern Cross Motor Cycle Club
- 6) Shire of Yilgarn, Western Australia
- 7) BGC Contracting and other sponsors
- 8) St Johns Ambulance
- 9) 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 Sunday 2nd August 2009

SCHEDULE 3:

Richie Kings Memorial Park, South Yilgarn Road, Southern Cross