

**NORTH QUEENSLAND MOTORCYCLE CLUBS**

*Promoting Clubs*



WILL CONDUCT

**TROPICAL NORTH QUEENSLAND  
MOTOCROSS SERIES**

**2009**

Mareeba Motorcycle Club  
Cairns Motorcycle Club

Mount Isa Dirt Bike Club

Ravenshoe Motorcycle Club  
Tully Motorcycle Club

Charters Towers Motorcycle Club  
Townsville Motorcycle Club

***SUPPLEMENTARY REGULATIONS***

ROUND	DATE	PROMOTER	TRACK LIC	PERMIT No.	CONTACT
One	28/02/09	MAREEBA MOTORCYCLE CLUB Spring Road, Mareeba	6614	50784	Tanya Wright- 0415319552
Two	01/03/09	CAIRNS MOTORCYCLE CLUB Thompson Road, Edmonton	6606	50785	Marie Rodman - 0421498060
Three	12/04/09	MOUNT ISA DIRT BIKE CLUB Jubilee Park, Mount Isa	6611	50786	Kelvin Gregor- 0416861216
Four	16/05/09	RAVENSHOE MOTORCYCLE CLUB Marshall Park, Ravenshoe	6634	50787	John Restall- 0427978242
Five	17/05/09	TULLY MOTORCYCLE CLUB Dallachy Road, Tully	6602	50788	Ian Blair- 0437536117
Six	18/07/09	CHARTERS TOWERS MOTORCYCLE CLUB Gladstone Park, Charters Towers	6636	50789	Raylee Thomson- 0448873851
Seven	19/07/09	TOWNSVILLE MOTORCYCLE CLUB Lang Park, Woodstock	6598	50790	Tracey Grinham- 0438531309

**RACE SECRETARY**

Tracey Grinham  
47890349/0438531309

**SERIES ADDRESS**

PO Box 900  
Thuringowa 4817

**CLERK OF COURSE**

Mareeba – Peter Hawes  
Cairns – Laurence Cristante  
Mount Isa – Todd Anderson  
Ravenshoe – Rob Tilling  
Tully – John Restall  
Charters Towers – Glen Janke  
Townsville – Shane Dee

**STEWARDS**

Len Rooke  
Mark Franzmann  
Ken Grinham  
Len Rooke  
Mark Franzmann  
Scott Roots  
Mark Franzmann

**1. ANNOUNCEMENT:**

The North Queensland Clubs listed above, hereafter called the PROMOTER will conduct a Zone Series of seven rounds being the **2009 Tropical North Queensland Motocross Series** for Senior riders in Open, Lites, Veteran & Women classes and Junior riders in Junior Lites, 85cc, 65cc and 50cc Division 1 & 2 classes. The promotion is on behalf of and the Clubs and these clubs are here after referred to as the Promoters.

**2. JURISDICTION:**

- 2.1. The abovementioned meeting have been authorised by Motorcycling Queensland, who has issued the Motorcycling Australia Permit Numbers as above and is open to holders of current Motorcycling Australia Senior and Junior National, Club and One Meeting Licences. **NB: Juniors must have MQ Logbook and completed 5 hours of training to be eligible for a One Meeting Licence.** This series is restricted to **full financial members of a Northern Zone Club and be able to produce a membership receipt/card.**
- 2.2. The meeting will be held in accordance with the current Manual of Motorcycle Sport General Competition Rules (GCR's), these Supplementary Regulations, and any Final Instructions approved by Motorcycling Queensland.  
**BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**

**3. ENTRIES:**

- 3.1. Entries open forthwith and on time entries close last mail **Wednesday 11 days before each round.**
- 3.2. In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by Motorcycling Queensland.
- 3.3. Only entries received on the official Entry Form with the correct fee will be accepted. No phone, email, fax entries will be accepted (**BY MAIL ONLY**) and must be sent to the **Series Race Secretary**, PO Box 900, Thuringowa, Qld 4817, **NOT TO THE PROMOTING CLUBS.**

- 3.4. 1. **LATE ENTRIES (THOSE RECEIVED AFTER THE WEDNESDAY 11 DAYS PRIOR TO THE ROUND WILL ONLY BE ACCEPTED IF ACCOMPANIED BY A \$40.00 LATE FEE.** Late entries may not be included in the programme.  
**NB: ENTRIES WILL NOT BE ACCEPTED ON THE DAY**
2. A refund of entry fees will only be made if the Series Race Secretary (Tracey Grinham 47890349/0438531309) is notified **before** the meeting and if the class entered did not have a full grid of riders. If the class entered did have a full grid of riders, a refund will only be given if that position is filled by a reserve rider. A \$5.00 administration fee will be deducted from **ALL** refunds.
3. Entries may be restricted to 30 riders in each class on a first received basis. A reserve list will be kept and riders are asked to notify the Series Race Secretary ASAP if withdrawing so Reserve Riders can be notified.
4. Riders seeking One Event Licence must state on their nomination form that a one event licence is required.

**4. INSURANCE:**

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

5. **MEDICAL SERVICES: Medical Officers/QAS** will be in attendance from the start of practice until 15 minutes after the last race.

**6. ENTRY FEE/s:**

- 6.1. Senior \$50.00 one class \$70.00 two classes  
 Junior \$40.00 one class \$60.00 two classes  
 50cc Division One – Demonstration only \$10.00

- 6.2. Payment by Cheque or Money Order only (do not send cash).

**ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**

- 6.3. Cheques and Money Orders are to be made **payable to the respective club holding the round.**

7. **ENTRY:** Gate admission for each round will be \$5.00 per adult and \$3.00 per child or pensioner. All riders will be required to pay admission. There will be a maximum of \$10.00 per car.

**8. CLASSES OF COMPETITION:**

Lites Championship (up to 150cc 2/- & up to 250cc 4/-)	Three x 12 minute legs
Open Championship (153cc to 510cc 2/- & 255cc to 663cc 4/-)	Three x 12 minute legs
Support Lites (up to 150cc 2/- & up to 250cc 4/-)	Three x 8 minute legs
Support Open (153cc to 510cc 2/- & 255cc to 663cc 4/-)	Three x 8 minute legs
Unlimited Veteran (over 35 years)	Three x 8 minute legs
Unlimited Senior Women (85cc upwards)	Three x 8 minute legs
Junior Lites (15yrs & over) (87ccBW to 150cc 2/- & up to 250cc 4/-)	Three x 8 minute legs
Junior Lites (13/14yrs) ( 87ccBW to 150cc 2/- & up to 250cc 4/-)	Three x 8 minute legs
Mini Lites 85cc 2/- & 150cc 4/- (BW & SW ) (12 to 15years inclusive)	Three x 8 minute legs
Mini Lites 85cc 2/- & 150cc 4/- (SW only) (9 to 11 years inclusive)	Three x 8 minute legs
65cc (7 to 12 years inclusive)	Three x 8 minute legs
50cc Division Two (7 to 8 years inclusive)	Three x 6 minute legs
50cc Division One – Demonstration Only (4-8 years inclusive)	Two x 6 minute legs

**9. AWARDS AND PRIZEMONEY:**

Lites & Open Championship Class	1st \$200.00, 2nd \$100.00, 3rd \$50.00, 4th \$30, 5th \$20
Lites & Open Support Class	1st \$100.00, 2nd \$50.00, 3rd \$30.00, 4th \$20, 5th \$10
Veteran Class & Senior Women	1st \$100.00, 2nd \$50.00, 3rd \$30.00, 4th \$20, 5th \$10
Junior Lites, Mini Lites, Junior 65cc	1st \$70.00, 2nd \$50.00, 3rd \$30.00, 4th \$20, 5th \$10
50cc Division 2	1st \$70.00, 2nd \$50.00, 3rd \$30.00, 4th \$20, 5th \$10
50cc Division 1	All riders to receive an encouragement award.

**Overall series Prize Money**

Lites & Open Championship Class	1st \$300.00, 2nd \$200.00, 3rd \$100.00, 4th \$60, 5th \$40
Lites & Open Support Class	1st \$200.00, 2nd \$100.00, 3rd \$60.00, 4th \$40, 5th \$20
Veteran Class & Senior Women	1st \$200.00, 2nd \$100.00, 3rd \$60.00, 4th \$40, 5th \$20
Junior Lites, Mini Lites, Junior 65cc	1st \$140.00, 2nd \$80.00, 3rd \$50.00, 4th \$30, 5th \$20
50cc Division 2	1st \$140.00, 2nd \$80.00, 3rd \$50.00, 4th \$30, 5th \$20
50cc Division 1	All riders to receive a trophy.

To be eligible for overall series Prize Money a rider must have completed at least 75% of the series (ie. 5 of 7 rounds).

**10. ENTRIES TO CONSTITUTE A CLASS:**

- 10.1. To constitute a Class, the number of competitors entered and competing in each Class shall be ten (10).

10.2. Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine and vary any awards and/or prize money, will be at the discretion of the promoter, subject to MQ approval.

**12. MACHINES AND RIDERS:**

12.1. All machines entered must comply with the current GCR's for MOTOCROSS Competition.

12.2. Multiple entry of the one Machine in the same Class of Competition is not permitted.

12.3. Change of rider or machine (not both) may be permitted if submitted in writing to the Clerk of Course and with the approval of the MA Steward at least ten (10) minutes prior to the start of the event in which the substitution is requested. Substitute rider must be eligible to compete ie already be entered for the meeting and be the correct grade or if not entered substitution must be made at machinery with a new entry form. Substitute machine must have passed machine examination, be eligible for the class and replace a machine that can not be reasonably repaired.

**13. RIDING NUMBERS:**

13.1. Wherever possible, competitors will be allocated their **Registered MX Riding Number** (the number on the back of their licence), but the Promoter does reserve the right to allocate numbers at their discretion.

13.2. All Number Plates on all Machines **MUST** comply with the GCR's.

13.3. Number plate colours will be as per GCR's **12.6.3.2.** age group colours for Junior competitors and GCR's **12.6.3.1** for all other competitors. Note:- **Back numbers are compulsory for all Junior and Senior competitors.** Failure to wear a back number will result in a competitor being stopped from competing, until they comply. Back numbers that correspond to the machine number must be shown at machinery.

**14. GRID/GATE POSITIONS** All positions for all races will be by peg draw, unless otherwise announced at briefing.

**15. RIDERS BRIEFING:** A Riders Briefing will be held prior to the commencement of practice and **ALL Competitors MUST attend the Riders Briefing.** Riders Briefing is a NON Smoking Area.

**16. DRUG AND OR ALCOHOL TESTING:**

16.1. All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.

16.2. If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506. When drug testing takes place, the payment of prizemoney may be delayed at MQ's discretion until the results of the tests are known.

**17. CODE OF CONDUCT:** All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behaviour at all Motorcycle Race Meetings. The CODE OF CONDUCT applies to this meeting and will be enforced.

**18. TIMETABLE:**

<b>Saturday - Machinery:</b>	6.30 am – 7.45 am	<b>Sunday -</b>	6.30 am – 7.15 am
Rider Track Walk/Viewing:	7.30 am - 8.00 am		6.30 am – 7.15 am
Riders Briefing:	8.00 am		7.30 am
Practice:	8.15 am		7.45 am
Racing:	<b>straight after practice</b>		<b>straight after practice</b>

**RACE & PRACTICE ORDER FOR EACH ROUND : LITES CHAMPIONSHIP**

**MINI LITES 9/11YRS  
LITES SUPPORT  
50 CC DIVISION 1  
50 CC DIVISION 2  
MINI LITES 12/15YRS  
OPEN SUPPORT  
OPEN CHAMPIONSHIP  
65 CC 7/12 YRS  
JUNIOR LITES 13/14 YRS  
JUNIOR LITES 15 YRS  
UNLIMITED WOMENS  
UNLIMITED VETERANS**

**Depending on numbers some classes may be combined for practice or racing.**

**NB:** All bikes to go through machinery on Saturday and random inspection on Sunday. Sunday machinery will be bikes entering for Sunday only and any bike damaged in Saturday's competition.

**19. CIRCUIT DESCRIPTION:** Man made obstacles or natural terrain.

**20. STARTS:** All starts will be by self-penalising gates. A two minute board may be displayed and competitors must

be ready to start after the two minutes as per GCR's . After this time a 15/5 second signal will be used with the gate dropping a minimum of 5 seconds after the 5 seconds board is displayed. Starts may not be delayed after the two minutes has expired. All rounds have minimum thirty (30) gates.

21. **RACING:** There will be a minimum of 5 minutes or 3 laps of practice offered. Race format will be as per paragraph eight (8). Practice is limited to 125% of the grid per group. Some classes can be combined provided the GCR's and the maximum number are not breached.
22. **NOISE:** As per GCRs (be prepared to replace exhaust systems that fail)
23. **GST:** The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.
24. **SPECIAL NOTES AND WARNINGS:**
  - 24.1. The Series Race Secretary will receive from the promoters of each round the amount of \$3.50 per rider for all riders competing.
  - 24.2. The age of Junior competitors will be age as at 1<sup>st</sup> January. Competitors may choose to move up an age group after their birthday but can not take any points with them to the higher age group.
  - 24.3. Depending on entries the 85cc classes & the Junior Lites classes may be combined but scored separately.
  - 24.4. Senior Women & Veteran classes may be combined but scored separately.
  - 24.5. Support classes are for novice riders only. These classes may be combined but scored separately. Senior riders who placed 1st-3rd in previous years TNQ series or Closed to Club Series must ride in the Championship class. If required riders may be re-graded prior to racing at the discretion of the Race Secretary in conjunction with the Promoting Clubs. Support riders can not compete in the championship classes and Championship riders cannot compete in the support classes.
  - 24.6. Nominations are to be sent to the **Series Race Secretary, PO Box 900, Thuringowa 4817** before closing date. Series nominations are encouraged and only **One Entry Form** is required, however a separate cheque **MUST** be made out to the respective Promoting club per round. No nominations will be accepted less than 9 days prior to each round.
  - 24.7. Presentation: Division 1 presentation will be at the conclusion of racing and prize money to placegetters will be mailed to the address shown on the entry form within seven days after the meeting. **(Please indicate on the entry form if the cheque is to be posted to a different address).**
  - 24.8. Details of meeting results will be posted and updated on the MQ website ([www.mqld.org.au](http://www.mqld.org.au)) within 7 days of the round.

**Verification of conditions for acceptance of entries:- (PLEASE READ CAREFULLY THIS WILL BE ENFORCED)**

Entries must be completed in full with correct fees. (No Fax, Email or Phone entries)

**Attempts to enter by any other method other than by mail to PO Box 900, Thuringowa 4817, will be rejected. After the first round preference will be given to competitors running in the top ten in each class, these competitors must still enter correctly and on time 11 days before the round.**

**Entries close on the Wednesday 11 days before each round. Entries received after this day and up to the Friday 9 days before, will attract a \$40.00 surcharge (Note this will be enforced and if necessary collected at machinery)**

**Entries received after the Friday 9 days before may not be accepted and will be returned.**

Entries may be restricted to 30 riders in each class on a first received basis. A reserve list will be kept and riders are asked to notify the Series Race Secretary ASAP if withdrawing so Reserve Riders can be notified

**Verification of conditions for Transfer/or Refund of entries:-**

Transfer or Refund of entries:-

In the event of rider/s not being able to attend a meeting due to unforeseen circumstances a transfer or refund of the entry can be arranged if the following conditions are met.

- (a) The series Race Secretary is informed of the rider withdrawal, **before the meeting**. Failure to notify of withdrawal may result in no refund of entry fee.
- (b) Requests for transfers or refund of entries made after the meeting must be made to the promoting club of that round.
- (c) A \$5.00 administration fee will be deducted from **ALL** refunds.

## Camping at Tracks

Camping is available at most tracks however for information on facilities provided at each track please contact the individual clubs.



# TROPICAL NORTH QUEENSLAND SERIES - ENTRY FORM

Rnd No	DATE	Track Lic No.	Permit No	VENUE	Tick BELOW TOO INDICATE ROUND/S ENTERED	AMOUNT ENCLOSED
One	28/02/09	6614	50784	Mareeba MX Track, Spring Road		
Two	01/03/09	6606	50785	Cairns MX Track, Thompson Road, Edmonton		
Three	12/04/09	6611	50786	Mt Isa Dirt Bike Club, Jubilee Park, Mt Isa		
Four	16/05/09	TBA	50787	Ravenshoe MX Track, Marshall Park, Ravenshoe		
Five	17/05/09	6602	50788	Tully MX Track, Dallachy Road, Tully		
Six	18/07/09	TBA	50789	Charter Towers MX Track, Gladstone Park		
Seven	19/07/09	6598	50790	Townsville MX Track, Lang Park, Woodstock		

IF YOU WANT TO ENTER MORE THAN ONE ROUND AT A TIME PLEASE INDICATE.

**HOWEVER YOU MUST INCLUDE A SEPARATE CHEQUE - MADE PAYABLE TO THE CORRESPONDING PROMOTING CLUB. IE IF NOMINATING FOR ROUNDS 1 & 2 YOU WILL NEED A CHQ MADE PAYABLE TO MAREEBA AND ALSO A CHQ MADE PAYABLE TO CAIRNS.**

ENTRANT / SPONSOR \_\_\_\_\_ MA Lic No. \_\_\_\_\_

RIDER'S SURNAME \_\_\_\_\_ RIDER'S FIRST NAME \_\_\_\_\_

Address: \_\_\_\_\_ Post code \_\_\_\_\_

Next of Kin \_\_\_\_\_ Relationship \_\_\_\_\_ Next of Kin Contact Ph No \_\_\_\_\_

Rider's Telephone No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Email \_\_\_\_\_ MA LICENCE NO: \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_

Please indicate if One Event Licence Required:  (licence will be written out on the day) Day Licence No. \_\_\_\_\_

MAQ REGISTERED RIDING NO: \_\_\_\_\_ CLUB: \_\_\_\_\_ GRADING \_\_\_\_\_

EVENT	MACHINE (Model of Bike)	CAPACITY (Engine)	ENTRY FEE (per round)
Lites Championship (up to 150cc 2/- & up to 250cc 4/)			\$50.00
Open Championship (153cc to 510cc 2/- & 255cc to 663cc 4/)			\$50.00
Lites Support (up to 150cc 2/- & up to 250cc 4/)			\$50.00
Open Support (153cc to 510cc 2/- & 255cc to 663cc 4/)			\$50.00
Junior Lites (15yrs & Over) (87ccBW to 150cc 2/- & up to 250cc 4/-)			\$40.00
Junior Lites (13 to 14 yrs ) (87cc BW to 150cc 2/- & up to 250cc 4/-)			\$40.00
Mini Lites (12 to 15 yrs inc) (BW & SW)			\$40.00
Mini Lites(9 to 11 yrs inc) (SW only)			\$40.00
65cc (7 to 12 yrs inclusive)			\$40.00
Unlimited Veterans (35yrs & over)			\$50.00
Senior Women Unlimited (85cc upwards)			\$50.00
50cc Division 2 (6 to 8 yrs inclusive)			\$40.00
50cc Division 1- Demonstration Only (4 to 8 yrs inclusive)			\$10.00

**Each Additional Class is \$20.00 (for Junior & Senior classes)**

Address Entries to:  
Series Secretary  
PO Box 900  
Thuringowa Q 4817

Make Cheques Payable to:  
Round 1-Mareeba Motorcycle Club  
Round 2-Cairns Motorcycle Club  
Round 3-Mount Isa Dirt Bike Club  
Round 4-Ravenshoe Motorcycle Club  
Round 5-Tully Motorcycle Club  
Round 6-Chartes Towers Motorcycle Club  
Round 7-Townsville Motorcycle Club

On Time Entries Close:  
Last Mail Wednesday 11 days  
before each round

Late Entries Close:  
Last Mail Friday 9 days  
before each round

I ACKNOWLEDGE THAT THESE MEETINGS WILL BE HELD IN ACCORDANCE WITH THE GENERAL COMPETITION RULES (GCRs), THESE SUPPLEMENTARY REGULATIONS (OF WHICH THE ENTRY FORM FORMS PART OF) AND ANY FURTHER INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

Rider's Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
(if rider under 18 years)

I am a professional rider and my ABN is .....  
 Motorcycle Sport is my hobby which is the reason I am not quoting an ABN.

## CONTRACT TO PARTICIPATE IN THE TROPICAL NTH QUEENSLAND MX SERIES 2009

**WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

1. I THE UNDERSIGNED (see below): [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

**2. DEFINITIONS** 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) "Indemnities" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

**3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS**

I ACKNOWLEDGE that:

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

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

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

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

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

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. \*Gross

negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.  
For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnities.

**5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS**

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

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnities 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 Indemnities, 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 Indemnities and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.

6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.

7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

**8. MEDICAL**

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

**10. PRIVACY**

I hereby consent to the collection of my personal information by the Promoter/Event Organiser, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Event Organiser, 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 contacting MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

**11. PERSONAL HEALTH INFORMATION**

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

- a) I ACKNOWLEDGE that:
  - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating

to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;

- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**12. POLICIES AND REGULATIONS**

I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.

13. All participants are bound by the MA anti doping policy and thus understand they 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.

**SCHEDULE 1:**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Queensland
- 4) Mareeba MCC, Cairns MCC, Mt Isa MCC, Ravenshoe MCC, Tully MCC, Charters Towers MCC, Townsville MCC
- 5) MareebaMCC, CairnsMCC, Mt IsaMCC, RavenshoeMCC, TullyMCC, Charters TowersMCC, TownsvilleMCC
- 6) MareebaMCC, CairnsMCC, Mt IsaMCC, RavenshoeMCC, TullyMCC, Charters TowersMCC, TownsvilleMCC
- 7) <Add Sponsor Here>
- 8) Queensland Ambulance Service
- 9) <Add Other Here>
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**

6.30am as per Permitted Dates

**SCHEDULE 3:**

Spring Road, Mareeba - Thompsons Road, Edmonton - Jubilee Park, Mt Isa; Marshall Park, Ravenshoe - Dallachy Road, Tully - Gladstone Park, Charters Towers; Lang Park, Woodstock

**14. EXECUTION** I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

**NAME (PRINT):** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PASSENGER (PRINT):** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I/W/E \_\_\_\_\_ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it; b) I/we consent to the entrant participating in the Event; AND c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above; d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/W/E HEREBY INDEMNIFY AND RELEASE the Indemnities in the same manner and to the same effect as if I/W/E were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

**PARENT/GUARDIAN:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PASSENGER'S PARENT/GUARDIAN:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

