



# JUNIOR TRIALS MINI CYCLE CLUB INC

WILL CONDUCT

## 2009 JUNIOR ENDURO CHAMPIONSHIP

### SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2009 NSW JUNIOR ENDURO CHAMPIONSHIP	RND 1&2: BENDAMEER MVRG RND 3&4: GWANDALAN MVRG	RND 1&2: SAT 6 <sup>TH</sup> & SUN 7 <sup>TH</sup> JUNE 2009 RND 3&4: SAT 25 <sup>TH</sup> & SUN 26 <sup>TH</sup> JULY 2009

<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
RND 1&2: HOLBROOK MSC RND 3&4: JUNIOR TRIALS MINICYCLE CLUB	TBA	RND 1&2: 09/19019 RND 3&4: 09/19020

<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No's</u>
ROUND 1 & 2: RAELENE WEBB ROUND 3 & 4: ALANA HARTWIG	RND 1&2: PO BOX 102 HOLBROOK NSW 2644 RND 3&4: 9 HILL STREET WALLSEND, NSW, 2287	0422 227 117 NO CALLS AFTER 8:30PM

<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
ROUND 1 & 2: MURRAY JONES ROUND 3 & 4: RICK BRAICO	ROUND 1 & 2: GREG WEBB ROUND 3 & 4: DANNY GRAHAM	ALL ROUNDS: SANDRA PALMER

#### 1 ANNOUNCEMENT:

Holbrook MSC and Junior Trials Mini Cycle Club, hereafter called the Promoter will conduct the 2009 NSW Junior Enduro Championship for junior & senior under 17 years solo motorcycles at:  
Round 1 & 2: "Bendameer" MVRG via Nangoplah via Holbrook on 6<sup>th</sup> & 7<sup>th</sup> June, 2009  
Round 3 & 4: Gwandalan MVRG on 25<sup>th</sup> & 26<sup>th</sup> July 2009

#### 2. JURISDICTION:

- 2.1 The abovementioned meeting has been authorised by Motorcycling NSW who has issued the Motorcycling Australia Permit Numbers 09/19019 & 09/19120 and is open to holders of current Motorcycling Australia National Competition Licences.
- 2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs), the Junior Enduro Championship Regulations, these Supplementary Regulations, the By-Laws of Motorcycling NSW and any Final Instructions.

**BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.**

#### 3. ENTRIES:

- 3.1 Entries open forthwith and **close last mail 8 days before the event.**
- 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 MNSW.
- 3.3 Only entries received on the official Entry Form, that are accompanied by the correct fee, will be accepted.
- 3.4 Log Book: Each junior rider is to present their logbook at sign on. These logbooks will be collected and returned at the close of racing on the Sunday.
- 3.5 Riders must notify the race secretary by 5pm on the Thursday prior to the event of any changes to their entry in order to be entitled to any refund.
- 3.6 **NOTE: THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**
- 3.7 **NOTE: LATE ENTRIES MAY BE ACCEPTED UP TILL 5PM ON THE THURSDAY PRIOR TO THE MEETING AT THE DISCRETION OF THE RACE SECRETARY – ENTRIES RECEIVED AFTER THIS DATE WILL BE REJECTED**

#### 4. INSURANCE:

- 4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.
- 4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.  
**IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5 **MEDICAL SERVICES:** QUALIFIED FIRST AID OFFICERS (eg. St Johns) WILL BE IN ATTENDANCE from 8:00am till cessation of racing as declared by Steward.

6. **ENTRY FEE:**

6.1 Electronic Timing will be used for this meeting - this incurs a hire fee of \$15.00 per rider. As security for the return of the transponder, licences will be collected at sign on and returned at the conclusion of the meeting when transponder returned. Failure to return transponder will incur a replacement cost to a maximum of \$610.00 (plus postage & insurance) payable to the meeting promoter.

<b>ENTRY FEES:</b>	2 Days	\$85	+	\$15 (transponder hire)	\$100.00
	1 Day	\$55	+	\$15 (transponder hire)	\$ 70.00

6.2 Payment by Cheque or Money Order only. **ANY FEES FOR DISHONoured CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**

6.3 Cheques and Money Orders are to be made payable to the **Promoting Club**

6.4 Final instructions will be emailed to each rider, please ensure a clearly written email address is supplied on the entry form. If you don't have email please supply a self addressed envelope, no envelope no final instructions.

7. **CLASSES OF COMPETITION:**

- *16 - Under 17 Years*  
Two strokes from 86cc to 200cc & Four strokes up to 250cc (must be 16 as of 1/1/09)
- *13 - Under 16 Years Under 250cc Four Stroke*  
(must be over 13 as at event date & have licence endorsed for 250cc 4 Stroke)
- *13 - Under 16 Years 86cc to 200cc*  
(must be over 13 as at event date & have licence endorsed for 125cc 2 Stroke)
- *14 - Under 16 Years 85cc*  
Two stroke 85cc, Four stroke 75cc to 150cc.
- *13 Years 85cc*  
Two stroke 85cc, Four stroke 75cc to 150cc.
- *12 Years 85cc*  
Two stroke 85cc, Four stroke 75cc to 150cc
- *9 - 11 Years 85cc*  
Two stroke 85cc, Four stroke 75cc to 150cc  
(must be over 9 at event date)
- *Girls Open Division All Powers*  
(under 16 years)

Ages based on the riders age as of 1<sup>st</sup> January 2009.

8 **AWARDS AND PRIZEMONEY:**

8.1 As per Championship Regs. – A Trophy will be awarded to the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> placed riders in each class for each round.

8.2 Presentation of awards will be made as soon as possible at the close of competition.

9 **ENTRIES TO CONSTITUTE A CLASS:**

9.1 Six (6) entries will be required to constitute a class, except Girls and Under 17 years

9.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any trophies / awards, will be at the discretion of the Promoter, subject to MNSW approval.

10 **RACE FORMAT:**

**Trail Sections**

The riders will leave in pairs at no less than 1 minute intervals depending on rider numbers and track conditions.

All riders will be competing against the clock. There will be no mass starts.

Time cards will be used and scored as per normal Enduro rules. **Riders must carry their time cards at all times on the course**

### Special Tests

Shall consist of: Enduro (Cross Country) and Cross tests (motorcross/grasstrack). All tests preridden.

Approximately 20 minutes total and scored to 1/100 of a second.

### 11 MACHINES AND RIDERS:

- 11.1 All machines entered must comply with the current GCR's for Enduro and Reliability Trials and the Championship Regulations (no headlight required).
- 11.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 11.3 Noise may be tested as per GCR's and at the discretion of the Clerk of Course.

### 12 RIDING NUMBERS:

- 12.1 Riding numbers will be as per MNSW directive regarding reserved riding numbers. Anyone not having a number need to contact MNSW or Race Secretary for allocation of riding numbers.
- 12.2 All Number Plates and **NUMBERS** on all Machines MUST comply with the GCRs.

### 13 RIDERS BRIEFING:

A Riders Briefing shall be held prior to the commencement of racing and ALL Competitors MUST Attend the Riders Briefing. Riders' Briefing Sign On sheets must be signed by the competitor and parent/guardian as confirmation of attendance.

### 14 DRUG AND OR ALCOHOL TESTING:

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, service crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

### 15 CODE OF CONDUCT:

All Competitors, Support Persons, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in the current GCRs) which is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

### 16 TIMETABLE:

Round 1 & 2	Saturday	Sunday
Meeting starts	12:00pm	8:00am
Sign on and scrutineering	12:00- 1:00pm	8:00-8:15am Sunday riders only
Noise Testing	12:00 – 1:00pm	8:00-8:15am
Riders briefing	1:15pm	8:15am Sunday riders only
Event Start	2:00pm	9:00am

Round 3 & 4	Saturday	Sunday
Meeting starts	8:00am	8:00am
Sign on and scrutineering	8:00- 9:00am	8:00-8:15am Sunday riders only
Noise Testing	8:00 – 9:00am	8:00-8:15am
Riders briefing	9:15am	8:15am Sunday riders only
Event Start	10:00am	9:00am

Don't be late. **There will be no late machine examination.** All competitors are asked to present their bikes, clothing and helmet at Machine Examination. All competitors are asked to present their current competition licence and **LOG BOOK** to sign on.

For the purposes of Drug and Alcohol testing, the commencement of the meeting will be deemed to be **8:00am each day** with the completion of the meeting for the participant being when the participant has completed his/her role in the meeting.

### 17 CIRCUIT DESCRIPTION:

The course will consist of a number of sections varying from easy to moderately-hard terrain with a total of 3.5 to 4.5 hours riding time. The course shall be clearly marked with arrows and tape.

## 18 STARTS:

### Trail Sections

Pairs of riders will be started at no less than 1minute intervals from 10.00am Saturday and 9am Sunday

Start Order will be: 16- Under 17 Years. / 13 -Under 16 Years Under 250cc 4 stroke / 13 -Under 16 Years 86cc to125cc 2 stroke / 14 -Under 16 Years 85cc / 13 Years 85cc / 12 Years 85cc / Girls Division All Powers / 9 – 11 Years 85cc

### Special Tests

Riders will be individually started at special tests with 20 sec minimum spacing between riders.

## 19 RACING: N/A

## 20 NOISE:

All machines must comply with the GCRs and the requirements of the Track Licence. Noise testing will be carried out in accordance with the GCR guidelines, ie **94 db(a)**.

## 21 GENERAL PENALTIES:

As per the following table:

<b>Summary</b>	<b>C of C</b>	<b>Exclusion</b>	<b>Time Penalty</b>	<b>Monetary Penalty</b>
<u>Failure to attend compulsory briefing</u>	<u>X</u>	<u>Up to exclusion</u>		<u>\$100</u>
<u>Dangerous or reckless speed in Fuel Control</u>	<u>X</u>	<u>Up to exclusion</u>	<u>1 Minute</u>	
<u>Late scrutineering without arrangement</u>	<u>X</u>	<u>Up to exclusion</u>		<u>\$50</u>
<u>Service Crews servicing in non-allowed areas</u>	<u>X</u>	<u>Exclusion</u>		
<u>Failure to use enviro mat when refueling - 1<sup>st</sup> offence</u>	<u>X</u>			<u>\$50</u>
<u>Failure to use enviro mat when refueling - 2nd offence</u>	<u>X</u>		<u>2mins</u>	<u>\$100</u>
<u>Failure to use enviro mat when refueling - 3rd offence</u>	<u>X</u>	<u>Exclusion</u>		
<u>Failure to dismount prior to refueling</u>	<u>X</u>		<u>1 mins each offence</u>	
<u>Use of tear offs – 1<sup>st</sup> Offence</u>	<u>X</u>			<u>\$50</u>
<u>Use of tear offs – 2<sup>nd</sup> Offence</u>	<u>X</u>		<u>2mins</u>	<u>\$100</u>
<u>Use of tear offs – 3<sup>rd</sup> Offence</u>	<u>X</u>	<u>Exclusion</u>		

## 22 SPECIAL NOTES AND WARNINGS

- 22.1 FUEL:** All fuelling is to be carried out in the designated fuel control area. No refuelling outside this area.
- 22.2 GRADING AND SCORING:** As per Championship Regulations
- 22.3 ACCOMMODATION:** Accommodation is available in the townships.  
**CAMPING** is available at the track at a cost of \$10.00 per family.
- 22.4 ENVIRONMENT:** As per GCRS 2009 environmental mats are required to be used by all riders, support persons and service crews. Mats must be used for replenishing all oils and fluids eg engine oil, gear box oil, fuel, coolant and chain oil. The use of plastic, rubber, cardboard or carpet will not be acceptable. Mats will be available for purchase at a cost of \$5 each
- 22.5** A canteen will be operating all day with plenty of hot and cold food and drink
- 22.6** All injuries must be reported to the MA Steward or Clerk of the Course.
- 22.7** NO MOTOR BIKE WILL BE RIDDEN IN THE CAR PARK.
- 22.8** NO PUSHBIKES ALLOWED IN CARPARK OR CLUB GROUNDS.
- 22.9** SPECTATORS ARE ALLOWED IN FENCED AREAS ONLY.
- 22.10** Presentation will be held as soon as possible on Sunday after the event.
- 22.11** **Guardianship form MUST be completed and presented with any rider attending the event without their normal parent/guardian.**
- 22.12** **NO ENQUIRIES / PHONE CALLS AFTER 8:30PM.**



MOTORCYCLING AUSTRALIA LIMITED ("MA")

DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

1. I/We \_\_\_\_\_ of \_\_\_\_\_ are the parent(s) or legal guardian(s) of \_\_\_\_\_ ("Minor"). The Minor wishes to enter \_\_\_\_\_ ("Event") conducted by the parties in Schedule 1 below ("Organisers"). I/we consent to the Minor's entry and participation in the Event.
2. I/We appoint and authorise \_\_\_\_\_ ("Guardian") as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.
3. I/We acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
  - (a) the Minor may be injured, physically or mentally, and may be killed;
  - (b) the Minor's machinery or equipment may be damaged, lost or destroyed;
  - (c) other competitors may ride dangerously or with lack of skill;
  - (d) track or event conditions may be hazardous and may vary without warning or predicability;
  - (e) the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;
  - (f) any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;
  - (g) there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
  - (h) entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
4. **In consideration of the Organiser's accepting the Minor as an entrant in the Event I/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:**
  - (a) that the Minor participates in the race meeting at my/our sole risk and responsibility;
  - (b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
  - (c) that I/We indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. **I/We release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.**
6. **I/We declare that the Minor is medically and physically fit and able to participate in the Event.**
7. **I/We authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.**
8. **I/We authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.**

SIGNED and DELIVERED by: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of: \_\_\_\_\_ )

.....  
 Witness

Schedule 1: FIM, MA, [relevant SCB], [relevant promoter], [relevant land controller], [relevant sponsor(s)]

**PARTICIPANT DECLARATION  
CONTRACT TO PARTICIPATE IN THE 2009 Junior Enduro Championships**

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

**1. I THE UNDERSIGNED (see below):** .....

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

**DEFINITIONS**

2. In this declaration:
- 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 Holbrook MSC and Junior Trials Mini Cycle Club inc MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Holbrook MSC and Junior Trials Mini Cycle Club inc, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may Junior Trials Mini Cycle Club inc by contacting Junior Trials Mini Cycle Club inc at Junior Trials Mini Cycle Club PO Box 604 Walsend NSW 2287 or MNSW at PO BOX 9172 Harris Park NSW 2150. 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.

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): X.....

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

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

15. I/we X..... being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

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

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

PARENT/GUARDIAN: X .....

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

**SCHEDULE 1.**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Holbrook MSC and Junior Trials Mini Cycle Club
- 5) Holbrook MSC and Gwandalan MVRG
- 6) Holbrook MSC and Junior Trials Mini Cycle Club
- 7) Add Sponsor Here>
- 8) St Johns First Aid
- 9)

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:**

2009 NSW Junior Enduro Championships

**SCHEDULE 3:**

Bendameer MVRG  
Gwandalan MVRG