



NEWCASTLE INTERNATIONAL
SUPERMOTO

SEPTEMBER 2-3 2017

www.newcastlesupermoto.com.au

WORLD VETS
SUPERMOTO
CHALLENGE 2017



BOYD EVENTS

Will conduct the

FIM OCEANIA SUPERMOTO CHAMPIONSHIP 2017

in conjunction with the

**NEWCASTLE INTERNATIONAL SUPERMOTO &
WORLD VETS CHALLENGE**

On

**Saturday 2ND September
&
Sunday 3RD September 2017**

at

**NEWCASTLE SHOWGROUND
BROADMEADOW
NSW, AUSTRALIA**

SUPPLEMENTARY REGULATIONS

TRACK LICENCE NUMBER: TBA

MA PERMIT NUMBER: 1898

INTERNATIONAL MEETING NUMBER: 298/15

Updated July 2017

Boyd Events

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1. ANNOUNCEMENT

The Boyd Events hereafter called the Promoter will conduct the FIM Oceania Supermoto Championship in conjunction with the Newcastle International Supermoto and World Vets Challenge for senior solo riders at the Newcastle Showground Broadmeadow NSW Australia on Saturday 2nd and Sunday 3rd September 2017.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia and FIM Oceania. Motorcycling Australia has issued the MA Permit Number 1898 and is open to holders of:

A) Current Motorcycling Australia Senior National Licences

B) One Meeting Competition Licence - only available for Newcastle OPEN CLUB, World VETS Challenge, Women's Open, Postie Bike Challenge, Race of Champions Feature classes and to valid Australian residents. You will need to be a member of affiliated club. **A One Meeting Competition Licence is not valid for the FIM Oceania Supermoto Championship or Newcastle Pro Class.**

C) Non-Australian competitors must hold a valid FIM License and Start Permission from their Federation. Copies of both must be emailed to Motorcycling Australia's Road Race Coordinator: Liz Galazkiewicz roadrace@ma.org.au. For the Federations reference the IMN can be found on the front page of these Supplementary Regulations or on the FIM Extranet - International Meetings - 298 International SuperMoto Meetings.

Eligible FIM Licences include:

- FIM Motocross MXGP-MX2 World Championship / AMA Supercross, an FIM World Championship
- FIM SuperMoto World Championship
- FIM Women's Motocross World Championship
- International Motocross Meetings
- One International Motocross Meeting directly linked to IMN 298/15

2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Motorcycling Australia Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

FIMO Jury Member	Paul Hinds
FIMO Safety Officer	Simon Maas
FIMO Technical Steward	Paul Dawson
MA Steward	Sandra Palmer
MA Clerk of the Course	Tom Williams
Assistant Clerks of the Course	Les Deeks and Rob Paric
Secretary of the Meet	Lyndel Butler
Chief Medical Officer	Dr. Ruth Mitchell
Chief Scrutineer	Warren Scott
Chief Course Marshal	Roy Gay
Chief Grid/Pit	Darrell Butler
Chief Starter/Finisher	Graham Steward
Chief Paddock Marshal	Brett Wynands
Local Liaison Officer	Keith Davies
Championship Promoter	Boyd Events

4. ENTRIES

4.1 Entries are now open. Enter online at: www.racesecretary.com or by emailing the completed entry form to the Race Secretary lyndelbutler93@gmail.com by the close of business Friday 18th August 2017. All Entries will be accepted at the promoter's discretion. Late entries may be accepted at the promoter's discretion.

4.2 All entries received will be considered by Boyd Events after due consideration is given to the suitability of the bike and/or competitor. Boyd Events may refuse an entry of a bike and/or competitor without assigning any reason and the decision will be deemed final. In such cases, the full entry fee will be refunded to the competitor.

4.3 In the event of over subscription, the Promoter, in consultation with Motorcycling Australia reserves the right to close entries prior to the nominated closing date.

4.4 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by Boyd Events if such retention is approved by Motorcycling Australia.

4.5 Only entries received on the official online entry form or emailed entry form, accompanied by the correct fee will be accepted.

4.6 Entry fees will only be refunded if a rider informs Boyd Events via the Race Secretary in writing 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

5. ENTRY FEE

5.1 Entry fee is A\$250 except for the Postie Bike class which is A\$100. Cross entry into a second class is \$50 per class.

5.2 Payment is via Bank Transfer to details below only.

Bank: Newcastle Permanent

BSB: **650 – 000** Account Number: **522598206** Account: **Boyd Events**

Please remember to use the Rider's Surname & Rider number as reference for the payment (eg SMITH 123)

All Direct Bank Deposits are to be done prior to the event. Payment confirmation or a receipt may be requested at Sign on.

5.3 Please include your email address for all event information and final instructions.

6. ENTRY PASSES

Each rider will receive 2 pit passes.

If rider or team require more, they can purchase them at sign on for \$20 each. With a maximum of 4 passes per rider.

7. INSURANCE

7.1 National Personal Accident Scheme provides basic cover for death and permanent disability.

7.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

All international riders must hold FIM insurance cover for this meeting.

8. MEDICAL SERVICES

RaceSafe Medical Team and NSW Ambulance Service will be available from 9.00am until the completion of racing each day.

9. SCRUTINEERING

9.1 Scrutineering will begin at 7.30am Saturday the 2nd of September.

9.2 Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

9.3 Current competition licences to be present at sign on and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.

9.4 In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

9.5 Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the circuit before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

10. CLASSES OF COMPETITION

	Classes	Riders requirements	
1	FIM Oceania Supermoto Championship	International riders holding a valid FIM License and Start Permission from Federation. Selected National riders by invitation.	450cc 4 Stroke
2	Newcastle PRO	Pro Riders	450cc 4 Stroke
3	Newcastle OPEN CLUB	Clubman Rider at promoter discretion	AS PER GCRs
4a	World VETS Challenge		
4b	a) Over 35yrs to under 40yrs	Over 35yrs & under 40 as at the 1 st September 2017	AS PER GCRs
4c	b) 40 to Under 45yrs	40 & under 45yrs as at the 1 st September 2017	
4d	c) 45 to under 50yrs	45 & under 50 yrs as at the 1 st September 2017	
4e	d) 50 to under 55yrs	50 & under 55 yrs as at the 1 st September 2017	
	e) 55 and over	55 & over as at the 1 st September 2017	
5	Women's Open		AS PER GCRs
6	Postie Bike Challenge	Invitation only	Honda CT110 Standard
7	Race of Champions Feature	Invitation Only- <i>World Championship riders and National Champions</i>	Unlimited

11. ENTRIES TO CONSTITUTE A CLASS

11.1 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 awards and/or prizemoney, will be at the discretion of Boyd Events and subject to M.A. approval.

12. STARTS AND FINISHES

12.1 All starts will be by clutch operation from a standing position on the dirt.
Grids will be 5 across by 6 rows for a total of 30 riders per race.

12.2 A start will be affected when the red light is extinguished. In the event of the lights malfunctioning, starts will be made by the raising of the National Flag.

12.3 The light sequence will be RED light illuminated to Red light out and all competitors will start.

13. FLAGS AND SIGNALS

As per GCRs Chapter 19.11.1

14. RACE FORMAT

14.1 FIM Oceania Championship

- 2 x 20 minute free practice sessions
- 1 x 20 minute qualifying sessions
- 1 x 5 minute warm Sunday
- 3 x 15 lap FIM Oceania Championship Races

14.2 Vets - Women - Newcastle Pro - Newcastle Open

- 1 x 15 minute free practice session
- 1 x 15 minute qualifying sessions
- 1 x 5 minute warm Sunday
- 3 x 10 lap races Newcastle Pro/Open
- 3 X 6 laps races Vets
- 3 X 6 laps races Women

14.3 Race of Champions

- 2 x 5 lap races.

14.4 Postie Bike Challenge

- 1 x 10 minute practice/qualifying Sunday
- 2 x 5 lap races Sunday.

15. EVENT SCHEDULE

	Saturday 2nd	Sunday 3rd
<u>Gates Open:</u>	7:00am	7:00am
<u>Scrutineering & Sign On:</u>	7:30am	7:30am
<u>Rider's Briefing:</u>	9.00am	9.00am
<u>Practice Sat/ Sun warm up</u>	10:00am	10:00am
<u>Racing:</u>	12:45pm	12:45pm

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.00am both days with the completion of the meeting for the participant being when the participant has vacated the venue.

16. POINTS

Points will be awarded to riders in each FIM Oceania Championship Race according to the following scale:

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

The winner of the FIM Oceania Championship is the rider who has obtained the most points from all 3 races of the FIM Oceania Championship, irrespective of the number of races they have completed. In case of ties, the number of better placings will be taken into account.

The FIM Oceania Championship standings cannot be considered definitive until the time limits for protests and appeals have elapsed, all protests and appeals have been settled and a final decision has been taken by the competent bodies.

17. PROTESTS AND APPEALS

17.1 All protests must be lodged to the Steward of the meeting.

17.2 Protests against results must be presented within 30 minutes following the announcement of the results.

17.3 Protests must be lodged in writing and be accompanied by a fee of A\$70 returnable if the protest is justified.

17.4 If an engine is measured for the purposes of a protest, the protesting party must submit a \$500 bond. This bond will be refunded in full if the measured engine is found to be illegal. If the measured engine is found to be legal any reasonable costs in reassembly up to a maximum of \$500 will be deducted and the remaining bond returned to the protesting party.

17.5 An appeal against the decision of the Race Direction may be lodged to the FIM Oceania Jury Panel. This appeal must be presented 30 minutes at the latest after the notification of that decision.

17.6 The FIM Oceania Jury Panel is composed of:

FIMO Jury Member	Paul Hinds
FIMO Safety Officer	Simon Maas
FIMO Technical Steward	Paul Dawson
MA Steward	Sandra Palmer

17.7 Each Member has one vote. Decisions are based upon a simple majority. In the case of a tie, then the FIMO Jury Member will exercise a casting vote.

The meetings of the FIM Oceania Jury Panel are chaired by the FIMO Jury Member.

The FIM Oceania Jury Panel will meet at any time required during the event.

The FIM Oceania Jury Panel will hear any appeals against decisions of the Clerk of Course.

The FIM Oceania Jury Panel may pronounce penalties as prescribed in the MoMS

- warnings;
- fines;
- time and/or point penalties;
- drop of positions;
- disqualification;

18. AWARDS

Trophies will be award to the 1st, 2nd and 3rd in each class.

19. PRESENTATIONS

Presentation details to be given at riders briefing.

20. LAP OF HONOUR

If requested by the FIM Oceania Championship Promoter, the winner of each Race will be expected to make a lap of honour, conditions and weather permitting.

21. MACHINES AND RIDERS

21.1 All machines entered must comply with the current GCRs for Supermoto competition.

21.2 Change of machine is not permitted after the first round of championship heats. The Clerk of Course must be notified in writing of any change.

21.3 Back Protectors are COMPULSORY for all riders.

22. RIDING NUMBERS

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All other numbers will be allocated at Boyd Events discretion.

All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal. A Front Number Plate decal will be supplied for riders in the FIM Oceania class.

23. GRID POSITIONS

23.1 Will be as per qualifying positions, apart from the Race of Champions (ROC) where Saturdays race grid will be by age - oldest rider on pole to youngest. Sundays race the finishing order will be determines from race 1 of the ROC.

23.2 A maximum of 5 riders per row with a minimum of 1.5 metres between riders and 4 metres between rows.

24. RIDERS' BRIEFING

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

25. CIRCUIT DESCRIPTION

See map on page 6.

Track length 960 metres. 210 metres of dirttrack, 30m of road base, 540m of tar, 20m of dirttrack, 160m of dirt (MX)

Newcastle International Supermoto - FIM Oceania Supermoto Championship

26. TRACK INSPECTION

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

26.1 Track Dissatisfaction

Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course if those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

27. FACILITIES

The event is to be held in a public area. Mobile canteen facilities will be in place.

28. NOISE

Testing will be conducted by a Noise Control Officer and may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course as per GCR's Chapter 19.12 and Appendix C

29. TYRES

29.1 Tyres: Knobby tyres are not permitted, additional cuts and/or grooves may be made to tyres.

29.2 Rims: As per GRC's 19.15.11

30. ANTI-DOPING POLICY

30.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to MA website for details.

30.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, ph: 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at MA discretion until the results of the tests are known.

31. DRUG AND ALCOHOL TESTING

All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to MA website for details on the Safety Policy – Drug and Alcohol testing.

For the purpose of drug and alcohol testing, the commencement of the meeting will be deemed to be 7:30 AM, with the completion of the meeting for the participant being when the participant has vacated the venue.

32. CODES OF BEHAVIOUR

All competitors, officials and parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au or Chapter 22-part B of the GCRs, which is a guide to appropriate behaviour at all motorcycle race meetings. These Codes of Behaviour apply to this meeting and will be enforced.

33. FIRE EXTINGUISHERS

All riders should have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area

34. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at www.ma.org.au, which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

35. ADMISSION CHARGES

General admission prices will be advised in final instructions.

36. DISCIPLINE SPECIFIC INFORMATION

36.1 NO Thongs/Sandals or open shoes to be worn in pit area.

36.2 NO Smoking or Drinking in the Pit Area.

36.3 NO riding of machinery in the pits or anywhere off the track including Car park.

36.4 Facilities: Canteen facilities will be available from 7.30am on Sat and Sun.

36.5 NO Push Bikes, Scooters or skateboards are allowed in the race complex.

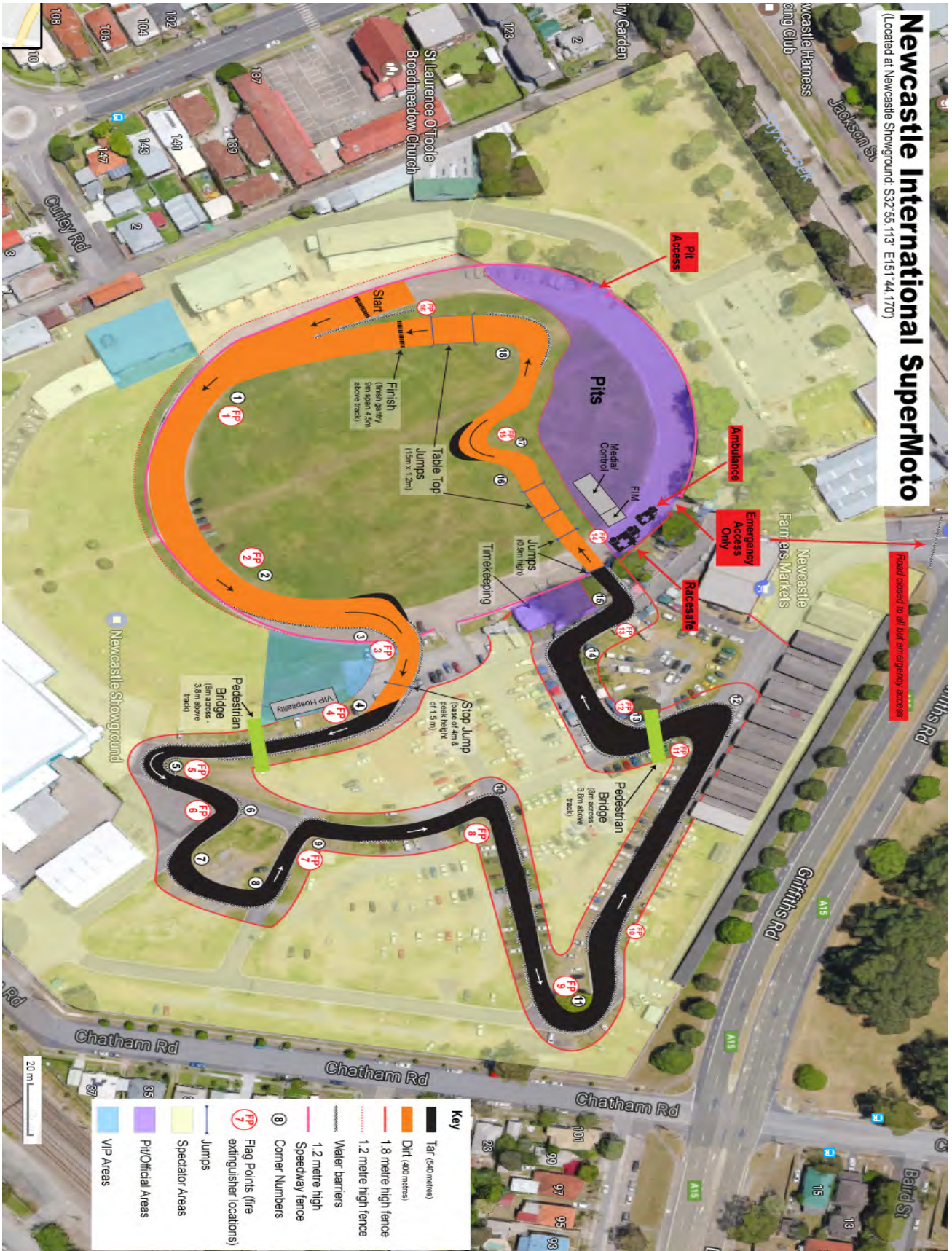
36.6 NO Dogs allowed in the complex unless it is an assistance animal as defined under the companion animal act 1998 and must be kept on a leash at all times.

36.7 ALL competitors are reminded of the requirement of a Catch Tray or Mat must be under your machine whilst in the Pit/Paddock area.

36.8 ELECTRONIC TIMING: All class will be Electronic Timing: Transponders must be picked up and signed for before the start of practice. Race licenses will be kept until transponder and bracket has been returned.

Note: Fees will apply if transponders and brackets are not returned after your last race.

TRACK MAP





**Newcastle International Supermoto FIM
Oceania
Supermoto Championship
2nd & 3rd September 2017
Newcastle Showground NSW Aust.**



ENTRY FORM

Entries Close: **18th August 2017**
Send by Email lyndelbutler93@gmail.com

1st Preferred No. Plate: _____
2nd Preferred No. Plate: _____

RIDER DETAILS: (Please Print Clearly)

Rider's First Name:				Surname:			
Address:							
City / Town:				State:			Postcode:
Telephone:				Mobile:			
Date of Birth:				Email:			
Next of Kin:				Next of Kin Contact:			
Rider's MA Lic No.:			Expiry Date:	:	Grade		Club:

MUST BE COMPLETED BY ALL COMPETITORS/ENTRANTS

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCRs of MA and these Supplementary Regulations.

Rider's Name _____ Signature: _____ Date: _____
Entrant's Name: _____ Signature: _____ Date: _____

	Class	Bikes Details Make-Model-CC	Entry Fee
1	FIM Oceania Supermoto Championship		\$
2	Newcastle PRO		\$
3	Newcastle OPEN CLUB		\$
4a	World VETS Challenge a) Over 35yrs to under 40yrs b) 40 to under 45yrs c) 45 to under 50yrs d) 50 to under 55yrs e) 55yrs and over		\$
4b			
4c			
4d			
4e			
5	Women		
6	Postie Bike Challenge		\$
7	Race of Champions Feature		
Total fees			\$

ENTRY FEES:

Payment by via Bank Transfer to details below only.

Bank: **Newcastle Permanent**
BSB: **650 – 000**
Account Number: **522598206**
Account: **Boyd Events**

Please remember to use as Reference Rider's Surname & Rider number as the payment reference (eg SMITH 123)

CONTRACT TO PARTICIPATE IN THE Newcastle International Supermoto - FIM Oceania Supermoto Championship

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:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include:
 - a claim against MA, the Motorcycling Organisations and the Indemnitees by any person expressly entitled to make a claim under a MA Insurance Policy; or
 - a claim against MA or the Motorcycling Organisations under any right expressly conferred by its constitution or regulation;
 - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - "MA" means Motorcycling Australia Limited;
 - "State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;
 - "Motorcycling Activity" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

3. RISK WARNING

I ACKNOWLEDGE that motorcycle sport is inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with engaging in the sport (whether as a competitor, recreational rider, coach, official or media) which include, but are not limited to the following:

- that physical and mental injuries can and often do occur, which may result in me being hurt or even killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or Event conditions may be hazardous and may vary without warning or predictability;
 - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- I acknowledge I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.
 - By signing this participant declaration form I acknowledge, agree, and understand that participation in the recreational services provided by MA, the Motorcycling Organisations and the Indemnitees, may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002 (NSW)*, *Civil Liability Act 2002 (WA)* and *Civil Liability Act (Tas)*.

4. WAIVER

- I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition*

and Consumer Act 2010 (Cth)) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

- I acknowledge that If I sign this participant declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form.
- To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

5. INDEMNITY AND RELEASE

IN CONSIDERATION of the acceptance of me as a participant in the Meeting, I, to the extent permitted by law:

- release and will release the Indemnitees from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Motorcycling Activity;
- release and indemnify the Indemnitees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and
- indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
 - arising as a result of or in connection with my competition or my participation in the Motorcycling Activities;
 - against the Indemnitees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Indemnitees.

- 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.
- 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 Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.

- 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.

10. PRIVACY

MA, my SCB and the Boyd Events use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering the Event. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au/.

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:

- If I am injured, become ill or die at or following the Event the services engaged to provide medical services in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION** of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.

- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

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.



PARTICIPANT DECLARATION

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F: 03 9684 0555 e: mail@ma.org.au

Copies of all MA rules, policies and regulations are available by contacting the MA office. I agree to follow any rules set by the Motorcycling Organisations in connection with any Motorcycling Activities and if I fail to comply with the Motorcycling Organisations rules and/or directions, I will not be permitted to participate or continue to participate and no refund will be given.

- b) 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.

13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by [Boyd Events and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to Boyd Events using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote Boyd Events or the Event.

14. PREVAILING CONDITIONS

You acknowledge and agree that:

- (a) motorcycling and the Motorcycling Activities can and will be affected by the weather which may change without warning;
- (b) there is often an element of the "luck of the prevailing conditions" when undertaking the Motorcycling Activities over which the

Motorcycling Organisation or any of them have no control:

- (c) unintended incidents may occur during motorcycling including defects in the track hidden.

15. GOVERNING LAW

The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

**SIGN
HERE**

16. EXECUTION I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS PARTICIPANT DECLARATION (INCLUDING THE RISK WARNING AND WAIVER) 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/WE _____ 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 set out in Clause 3 above and agree to the waiver in clause 4; 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 participant declaration,

PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

PASSENGER'S PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

SCHEDULE 1:

- 1) Fédération Internationale de Motocyclisme
- 2) FIM Oceania
- 3) Motorcycling Australia Ltd
- 4) Motorcycling NSW Ltd
- 5) Boyd Events
- 6) Newcastle City Council
- 7) Earthworks
- 8) RaceSafe Medical Team and NSW Ambulance Service
- 9) Venues NSW, Hunter Venues, Ogden's IFC
- 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:

Saturday 2nd September 2017 and Sunday 3rd September 2017

SCHEDULE 3:

Newcastle Showground. Broadmeadow NSW

SCHEDULE 4

For recreational services or activities provided throughout Australia:

For recreational services to which the Australian Consumer Law (Commonwealth) applies:

By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to me or the community;
 - (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)* or *Civil Liability Act 2002 (WA)*, as applicable) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to me or the community;
 - (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and *Fair Trading Act 2012*: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, MA, the Motorcycling Organisations and the Indemnitees, are required to ensure that the recreational services supplied to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, 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 Australian Consumer Law and *Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, 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" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the Indemnitees flowing from them, are expressly excluded to the extent possible by law, by this application to compete form and declaration. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services, there is:

- (a) statutory guarantee that those services will be rendered with due care and skill; and
- (b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third-party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third-party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. Agreement to exclude, restrict or modify your rights: I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

- (a) Recreational services are services that consist of participation in - • sporting activity or similar leisure-time pursuit; or • any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- (b) Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and MA, the Motorcycling Organisations and the Indemnitees incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document, I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.