



BULLINDA BB, NARRABRI DBC, MOREE MCC



& INVERELL MCC

WILL CONDUCT

2011

2011
NIMX

**NORTHERN INLAND
MOTOCROSS SERIES**

SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
NORTHERN INLAND MX SERIES	CHINAMEN SPRINGS MVRG	28/AUGUST
	BOOLOORO WEAIR MX MVRG	11 TH SEPTEMBER
	NEWTOWN PARK MVRG	02 OCTOBER
	MOTORSPORTS COMPLEX MVRG	15 TH & 16 TH OCT
	RAIN DATE	5 TH & 6 TH NOV
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
BULLINDA BB	16185, 16186, 16187, 16190D, 16188, 16189	11/21065
MOREE MCC	16152, 16153, 16154D, 16155D	11/21066
NARRABRI DBC	16175, 16176D	11/21067
INVERELL MCC	16266, 16267, 16268D	11/21068
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT No.</u>
ROUND 1-LINDEN EWIN	PO BOX 55 DUNEDOO 2844	0263751012
ROUND 2- WENDY WOODS	PO BOX 653 MOREE 2400	0437778020 A/H 67529048
ROUND 3- WENDY WOODS	PO Box 690, NARRABRI 2390	0437932002
ROUND 4- ANN PLUMB	PO BOX 8, INVERELL 2360	6722 1851 AH
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>SERIES STEWARD</u>
RND1- PHIL WOLTERS	JIM EWIN	DES PLUMB
RND 2- RORY JOHNSON	JOHN ARMSTRONG	
RND 3-RORY JOHNSOM	ANDREW DAW	
RND 4- MIKE WALSH	ANDREW DAW	

ANNOUNCEMENT:

1. BULLINDA BIKE BUSTERS, MOREE MOTORCYCLE CLUB, NARRABRI DIRT BIKE CLUB & INVERELL MOTOR CYCLE SPORTS CLUB, hereafter called the PROMOTERS. The promoters will conduct rounds 1, 2, 3 & 4 of the Northern Inland Motocross Series for Senior and Junior competitors at, Bullinda Bikebusters at Chinamen Springs Dunedoo on 14th August, Moree MCC at Boolooroo Weir MX Track on 11th September, Narrabri DBC at Newtown Park on 2nd October and Inverell MCSC at Motorsports Complex on 15th & 16th October.

2. .

JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number TBA 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 (GCR's), these Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.
- 2.3. **Age Requirements:** The age of the Junior rider will be determined by the age the rider is at the 1st January 2011. Senior rider's age will be determined by the age of the rider at the commencement of the meeting ie; 2011.
- 2.4. **Log Book: Each Junior rider is to present their log book at sign on. Log Books not collected at the conclusion of the meeting will be sent back to MNSW.**
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 Wednesday before each round or when classes are full 30 riders.
- 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 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE RACE COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

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.
- 4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5. **MEDICAL SERVICES:**

- 5.3 Medical services in accordance with MNSW requirements will be in attendance from the start of Practice until the completion of Racing.

6. **ENTRY FEE:**

- 6.1 Nippers \$25.00, Juniors \$30.00-Additional classes \$15.00 Seniors \$45.00- Additional classes\$25.00.
- 6.2 Payment by Payment by cheque, money order or direct deposit. **IF MAKING DIRECT DEPOSIT PLEASE USE RIDER NAME & INITIAL as reference. See point no 24 for bank details.**
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 applicable to each round.*
- 6.4 Please include a self-addressed, stamped envelope for confirmation of entry and the issuing of Entry Passes and any Final Instructions. **NO ENVELOPE - NO PASSES – NO FINAL INSTRUCTIONS.**

7. **ENTRY PASSES:**

Not applicable, Final Instructions will be posted on the Clubs websites

8. **CLASSES OF COMPETITION:**

JUNIORS

- 50cc 4- U9 Years Demonstration Division 1 Only (Nippers)
- 50cc 7- U9 Years Division 2 Only
- 65cc 7 – U10 Years
- 65cc 10 – U13 Years
- 85cc 9 – U12 Years Standard Wheel
- 85cc 2 stroke/150cc 4 stroke 12-U14 Years Standard Wheel and Big Wheel
- 85cc 2stroke/150cc4 stroke 14-U16 years standard wheel and big wheel
- 100-150cc 2 stroke 13-U15 years
- 200- 250cc 4 stroke 13-U15 years (will start on the same grid as13-U15 years 100-150 2 stroke and Scored separately)
- 100-150cc 2 stroke 15 years
- 200-250cc 4 stroke 15 years (will start on the same grid as15 years 100-150 2 stroke and scored Separately)
- All female riders will be scored separately from male rider in all junior classes (excluding Division 1 Nippers)

SENIORS

Club C Grade Lites [up to 250cc (2& 4 stroke)]

(Rule 17.5.1.1)



- Club C Grade Open [255& over 4 stroke, 250 & over 2 stroke – 2 stroke permitted to ride 1 class only]]
- Club B Grade Lites [up to 250cc (2 & 4 stroke)]
- Club B Grade [255& over 4 stroke, 250 & over 2 stroke – 2 stroke permitted to ride 1 class only]]
- Club A Grade [up to 250cc (2 & 4 stroke)]
- Club A Grade [255& over 4 stroke, 250 & over 2 stroke – 2 stroke permitted to ride 1 class only]]
- Over 35's Open All Powers
- Over 45 Years Open All Powers (will start on the same grid as over 35 years and scored separately)
- Ladies Open All Powers (may be combined with other grades)
- Open All Powers – All Grades

SENIOR GRADING – All National or State graded A and B competitors, automatically become A Grade in this series. Club C Grade riders can nominate to ride C Grade or B Grade, **NOT BOTH**.

Riders who entered in the 2010 North Coast Series and 2010 Northern Inland Series who finished 1st, 2nd or 3rd in either Series will automatically be upgraded at the beginning of this Series.

Riders ability in any Grade will be monitored and if it is believed that a rider is competing above/below the level of that Grade then the rider or riders will be moved into the next Grade.

A rider moved out of a Grade will be able to take their points of not more than the equivalent of 3rd place points to the new Grade.

9. AWARDS AND PRIZEMONEY:

- 9.1 At each round the Promoting Club will provide trophies for 1st, 2nd and 3rd place in Junior and Senior classes and trophies for all 50cc 4-u9 years Demonstration Class.
- 9.2 Series trophies will be awarded to the first 5 places in each Junior class and to the first 3 places in all Senior classes. Riders **must** compete in a minimum of 3 rounds to qualify for a series trophy.
- 9.3 Perpetual Club Shield – points are awarded at end of round, placing being 4 points for 1st, 3 points for 2nd, 2 points for 3rd and 1 point for each participating club member and 5 points for each member that participates in all 5 rounds

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be (8)
- 10.2 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 awards and/or prize money, will be at the discretion of the Promoter, subject to MNSW approval.

11. RACE FORMAT:

- 11.1 *Practice will be conducted over a minimum of 3 laps for Juniors. Seniors will be run all together for practice over 3 laps with the maximum number of riders on the track at any one time not to exceed individual track license requirements.*
- 11.2 The first lap of practice will be under full coarse yellow and a lead pace bike – NO JUMPING OR PASSING
- 11.3 Racing for juniors classes will be conducted over 3 rounds of competition with a minimum of 3 laps. Racing for Senior classes will be conducted over 3 rounds of competition with a minimum of 4 laps *The number of laps for each heat will be the discretion of the clerk of the course depending on circumstances on the day.*
Open all powers race will consist of a one only 15min moto plus 1 lap.
- 11.4 **Series:** . 25 points will be allocated to 1st place, 22 pts for 2nd place, 20 pts for 3rd place, 18 points for 4th place, 16 points for 5th place, etc, in each heat to be accumulated over each of the rounds, With the maximum possible being 375 achieved for the series
- 11.5 All riders who complete a race but come after 20th place will be given 1 point
- 11.6 Results will remain “Provisional” until ratified and confirmed by MNSW.

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 machine is only permitted at the discretion of the Clerk of Course and **must** be in writing to the Clerk of Course at least 10 minutes before the next race. Substituted machines must have been passed at scrutineering and be of no greater capacity than the machine it is substituting.
- 12.4 Noise &/or Fuel Testing may be carried out at any time during this meeting.

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers at the participating clubs discretion.
- 13.2 All Number Plates on all Machines **MUST** comply with the GCR's.

14. GRID POSITIONS:

All grid positions will be by way of a peg draw at the beginning of each race ie the number on the peg is the number on the gate. This peg will be drawn by an Official and handed to the rider.

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement of practice and ALL Competitors MUST attend. Riders' Briefing Sign On sheets must be signed by the competitor as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:

By order of MNSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit 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.

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 Meeting. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

18. TIMETABLE:

Scrutineering/Sign On - 7.00am to 8.15am
Riders Briefing - 8.30am
Practice - 9.00am
Racing – immediately after Practice

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6.00am *with* the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. CIRCUIT DESCRIPTION:

All tracks are man-made motocross designed circuits of varying lengths.

20. STARTS:

- 20.1 All starts are from 30 backward falling self penalising gates.
- 20.2. MX/SX PROCEDURE – A 15 Second Board will be displayed to all riders.
- 20.3 At the end of 15 seconds a 5 second board will be displayed. After a full 5 seconds, but not exceeding 10 seconds The gates will drop.
- 20.4 For some combined classes due to numbers a staggered start may be used eg Ov 35s, Ov 45s, Senior Ladies,

21. RACING:

As per Program

22. NOISE:

All machines must comply with the requirements of the GCR's and the Track Licence.

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 may 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 (Flag Marshals)

All riders must have the choice of nominating a Flag Marshal or pay the Flag Marshalling Fee.
The Flag Marshalling Fees are – Senior Riders - \$20.00 each additional Senior family member \$10.00.
Each additional Junior family member \$5.00.
Junior Rider \$15.00. Each additional Junior family member \$5.00.
Flag Marshal Nomination or payment is on the entry form for each round. If a rider elects to pay the Flag Marshal fee IT MUST BE INCLUDED WITH THE ENTRY FEE PAYMENT.
All nominated rider Flag Marshals are to attend sign on with their rider so as to sign on as a Flag Marshal.
Failure to do this will mean exclusion of the rider from the meeting.

24.2 Presentations: There will be presentations at the completion of racing for each round.
At the final round Series trophies will be awarded.
The Final Round will be held over two (2) days to give time for end of Series presentation.



24.3 Facilities: A canteen will be operating throughout the day.

24.4 Animals are not permitted within the confines of the complex's during the conduct of the meetings unless they are being used by a person to alleviate a disability.

24.5 Pit/Paddock Area Requirement

Alcohol is not permitted in the pit/paddock area.

The riding of machines in the pit/paddock areas, spectator area or in the car park is strictly prohibited at all times.

Pushbikes and scooters are not allowed in the pit area. Any breach of the pit/paddock area rules will result in the exclusion of the offending competitor.

24.6 Camping

Please contact individual Clubs for details.

CONTACT DETAILS FOR EACH ROUND

Narrabri Dirt Bike Club – www.narrabridirtbikeclub.com

Email: info@narrabridirtbikeclub.com

Bank details: ANZ BSB: 012755 ACC NO: 211716308

PO BOX 690, NARRABRI 2390

Moree Motorcycle Club – www.moreemotorcycleclub.com

Email: ibfo@moreemotorcycleclub.com

Bank details: NECU BSB: 932000 ACC NO: 639247

PO BOX 653, MOREE 2400

Bullinda Bike Busters – www.bullindabikebusters.com

Email: lindenewin@hotmail.com

Bank details: WESTPAC BSB: 032646 ACC NO: 181820

PO BOX 55 DUNEDOO 2844

Inverell Motor Cycle Sports Club – www.inverellmcsc.com.au

Email: ann_plumb@yahoo.com.au

Bank details: Commonwealth Bank Inverell

BSB 062556 A/c No. 10243266

Inverell Motor Cycle Sports Club PO BOX 8, INVERELL 2360



**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)]



**NARRABRI DIRT BIKE CLUB
WILL CONDUCT
ROUND 3 OF THE
NORTHERN INLAND MOTOCROSS SERIES**

NIMX
2011

ON SUNDAY THE 2ND OCT 2011

ENTRY FORM

Entrant: MA Lic. No: MA Lic. Expiry Date:

Rider's Surname: Rider's First Name:

MA Lic. No: MA Lic. Expiry Date:

Address:

Post Code: Club: Grade: If under 18 years – Date of Birth:

Registered Competition No: If Not Registered, Preferred No:

Telephone: (Home) (Work) (Mobile)

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>
JUNIORS			
50CC 4-U7 YEARS DEMONSTRATION DIVISION 1 ONLY (NIPPERS)			
50CC 7-U9 YEARS DIVISION 2 ONLY			
65CC 7-U10 YEARS			
65CC 10-U13 YEARS			
85CC 2 STROKE/150CC 4 STROKE 9-U12 STANDARD WHEEL			
85CC 2 ST/150CC 4 ST 12-U14 YEARS STANDARD & BIG WHEEL			
85CC 2 ST/150CC 4 ST 15 YEARS STANDARD & BIG WHEEL			
100CC-150CC 2 ST 13-U15 YEARS			
200CC-250CC 4 ST 13-U15 YEARS			
100CC-150CC 2 ST 15 YEARS			
200CC-250CC 4 ST 15 YEARS			
SENIORS			
CLUB C GRADE LITES - UP TO 250CC 2 & 4 /			
CLUB C GRADE OPEN – 255CC & OVER 4 /, 250CC & OVER 2 ST			
CLUB B GRADE LITES – UP TO 250CC 2 & 4 /			
CLUB B GRADE OPENS – 255CC & OVER 4 ST, 250CC & OVER 2 ST			
CLUB A GRADE LITES – UP TO 250CC 2 & 4 STROKE			
CLUB A GRADE OPENS – 255CC OVER 4 ST, 250CC & OVER 2 ST			
OVER 35S OPEN ALL POWERS			
OVER 45S OPEN ALL POWERS			
LADIES OPEN ALL POWER			
OPEN ALL POWERS – ALL GRADES			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR's), THE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART), THE BY-LAWS OF MNSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS. ENTRY FEES: TOTAL PAYABLE\$.....

POST ENTRY TO: **RACE SECRETARY: PO Box 690, Narrabri 2390**

RIDERS NAME _____ SIGNATURE _____ DATE _____

PARENT/GUARDIAN NAME _____ SIGNATURE _____ DATE _____

PLEASE TICK ONE

I AM A PROFESSIONAL RIDER AND MY ABN IS: _____

MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN



**INVERELL MOTORCYCLE CLUB
WILL CONDUCT
ROUND 4 OF THE
NORTHERN INLAND MOTOCROSS SERIES**

NIMX
2011

ON SATURDAY & SUNDAY THE 15TH & 16TH OCT 2011

ENTRY FORM

Entrant: MA Lic. No: MA Lic. Expiry Date

Rider's Surname: Rider's First Name:

MA Lic. No: MA Lic. Expiry Date:

Address:

Post Code: Club: Grade: If under 18 years – Date of Birth.....

Registered Competition No: If Not Registered, Preferred No:

Telephone: (Home) (Work) (Mobile).....

<i>CLASSES</i>	<i>MACHINE</i>	<i>CAPACITY</i>	<i>AGE</i>
JUNIORS			
50CC 4-U7 YEARS DEMONSTRATION DIVISION 1 ONLY (NIPPERS)			
50CC 7-U9 YEARS DIVISION 2 ONLY			
65CC 7-U10 YEARS			
65CC 10-U13 YEARS			
85CC 2 STROKE/150CC 4 STROKE 9-U12 STANDARD WHEEL			
85CC 2 ST/150CC 4 ST 12-U14 YEARS STANDARD & BIG WHEEL			
85CC 2 ST/150CC 4 ST 15 YEARS STANDARD & BIG WHEEL			
100CC-150CC 2 ST 13-U15 YEARS			
200CC-250CC 4 ST 13-U15 YEARS			
100CC-150CC 2 ST 15 YEARS			
200CC-250CC 4 ST 15 YEARS			
SENIORS			
CLUB C GRADE LITES - UP TO 250CC 2 & 4 /			
CLUB C GRADE OPEN – 255CC & OVER 4 /, 250CC & OVER 2 ST			
CLUB B GRADE LITES – UP TO 250CC 2 & 4 /			
CLUB B GRADE OPENS – 255CC & OVER 4 ST, 250CC & OVER 2 ST			
CLUB A GRADE LITES – UP TO 250CC 2 & 4 STROKE			
CLUB A GRADE OPENS – 255CC OVER 4 ST, 250CC & OVER 2 ST			
OVER 35S OPEN ALL POWERS			
OVER 45S OPEN ALL POWERS			
LADIES OPEN ALL POWER			
OPEN ALL POWERS – ALL GRADES			

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR's), THE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART), THE BY-LAWS OF MNSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS. ENTRY FEES: TOTAL PAYABLE \$.....

POST ENTRY TO: RACE SECRETARY: PO Box 8, INVERELL 2360

RIDER'S NAME _____ SIGNATURE _____ DATE _____

PARENT/GUARDIAN NAME _____ SIGNATURE _____ DATE _____

PLEASE TICK ONE

I AM A PROFESSIONAL RIDER AND MY ABN IS: _____
 MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN



PARTICIPANT DECLARATION CONTRACT TO PARTICIPATE IN THE NORTHERN INLAND MOTOCROSS SERIES

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.

1.1 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 NIMX, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by NIMX, 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 NIMX, by contacting NIMX, at PO BOX 8, INVERELL 2360 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.

13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

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

NAME (PRINT): X.....

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

PASSENGER (PRINT): X.....

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

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/W/E 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnitees 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: X

SIGNATURE: X **DATE:**

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited

- 4) NIMX COMMITTEE
- 5) BBB, MIMC, NDBC, INMCC
- 6) ST JOHNS FIRST AID

- 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:

- BULLINDA 28th AUG
- MOREE 11th SEPT
- NARRABRI 2nd NOV
- INVERELL 15th & 16th NOV

SCHEDULE 3:

CHINAMEN SPRINGS, DUNEDOO BOOLOORO, WEIR, MOREE, NEWTOWN PARK, NARRABRI, MOREE MC



MOTORCYCLING NSW LIMITED
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