



AUSTRALIAN HISTORIC ROAD RACING  
CHAMPIONSHIPS  
8<sup>TH</sup> – 11<sup>TH</sup> October 2015  
MALLALA MOTORSPORT PARK



## SUPPLEMENTARY REGULATIONS

EVENT: AUSTRALIAN HISTORIC MOTORCYCLE ROAD  
RACE CHAMPIONSHIPS

DATE: 8<sup>TH</sup> – 11<sup>TH</sup> October 2015

VENUE: MALLALA MOTORSPORT PARK

TRACK LICENCE NUMBER: 160615

MA PERMIT NUMBER: MA 1582

EVENT CONTACT DANNY AHERN  
dannyahern@senet.com.au  
0407826951

EVENT KEY OFFICIALS	Steward	VERLAINE BELL
	Clerk of Course	PHIL BAUGHAN
	Race Secretary	MARGARET TROTTER
	Scrutineer	DAVID MORGAN
	Eligibility Scrutineer	TBA

## 1. ANNOUNCEMENT

The Historic Motor Cycle Racing Register of SA, hereafter called the Promoter will conduct Australian Historic Road Race Championships for Period 2 -6 Solo Motorcycles and Period 3 -5 Sidecars at the Mallala Motorsport Park Mallala, on 8<sup>th</sup> – 11<sup>th</sup> October 2015

## 2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia which has issued the Motorcycling Australia Permit Number 1582 and is open to holders of current Motorcycling Australia Senior Licenses and Relevant One Event Licences.

2.2 The meeting will be held in accordance with the current General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by Motorcycling Australia. 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:

Steward	VERLAINE BELL
Clerk of Course	PHIL BAUGHAN
Race Secretary	MARGARET TROTTER
Scrutineer	DAVID MORGAN

## 4. ENTRIES

4.1 Entries are now open and close last mail Monday 31<sup>st</sup> August 2015. Late entries will not be accepted.

4.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Historic Motor Cycle Racing Register of SA, if such retention is approved by Motorcycling Australia.

4.3 Only entries received on the official entry form that is accompanied by the correct fee will be accepted.

4.4 Entry fees will only be refunded if a rider informs Historic Motor Cycle Racing Register of SA, 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 for the event **excluding the optional practice day Thursday 8<sup>th</sup>** is \$380 including all levies and insurances.

Sidecar passengers incur a fee of \$25

Extra classes for any participant \$30 / class plus \$20 transponder hire if required

Optional practice day Thursday 8<sup>th</sup> Oct \$60 / rider

Garage hire for duration of the event \$180 / bay (each bay is able to accommodate 2 bikes comfortably)

5.2 Payment by EFT or by Cheque or Postal Order only. Any fees for dishonoured cheques will be the responsibility of the entrant.

**Electronic payments are preferred**

EFT Details are:

HISTORIC MOTORCYCLE RACING REGISTER OF SA

Bank details BSB 805-050 A/C NO 100041411 please put your **name down as reference**

5.3 Cheques and Money Orders are to be made payable to the Historic Motor Cycle Racing Register of SA.

5.4 Please include a self addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions.

5.5 Entries should be emailed, or if posted address to Race Secretary 27 Riverside Grove Dernancourt SA 5075

## 6. ENTRY PASSES

2 passes per entry (3 per sidecar) plus one vehicle pass. Participants quoting a current Entrants License receive one extra pass.

## 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.

## 8. MEDICAL SERVICES

The Ambulance Service will be in attendance from 8:45 am to 5 pm over the 4 days

## 9. SCRUTINEERING

9.1 Scrutineering will begin at 2.30 pm Wednesday 7<sup>th</sup> October. Also from 7.30am 8<sup>th</sup> October, 7.30am 9<sup>th</sup> October and then as required

### **Leathers are to be worn for scrutineering**

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 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.

9.6 Log Books are mandatory for historic road racing competition. A relevant log book must be presented at scrutineering.

9.7 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.

## 10. CLASSES OF COMPETITION

### **Categories**

Period 1 Veteran, solo machines dated up to 31/12/1919

Period 2 Vintage, solo machines dated up to 31/12/1945

Period 3 Classic, solo and sidecar machines dated 1/1/1946 to 31/12/1962

Period 4 Post Classic, solo and sidecar machines dated 1/1/1963 to 31/12/1972

Period 5 Forgotten Era, solo and sidecar machines dated 1/1/1973 to 31/12/1982

Period 6 New Era, solo machines dated 1/1/1983 to 31/12/1990

### **Classes**

Ultra lightweight solo up to 125cc

Lightweight solo 132cc to 250cc

Junior solo 263cc to 350cc (excludes Period 6)

Senior solo 368cc to 500cc

Unlimited solo 526cc to 1300cc (excludes Period 6)

Sidecars up to 1300cc (excludes Period 6)

*Period 2 Junior solo up to 350cc*

*Period 2 Unlimited solo 368 to 1300cc*

Period 3 Formula 700 solo 526cc to 700cc (NB: This class is for pushrod engines only and there is no capacity tolerance)

Period 4 Formula 750 solo 526cc to 750cc

Period 5 Formula 750 solo 526cc to 750cc

Period 6 250 Production solo 250cc (NB: Machines must have either a compliance plate fitted or supporting documentation of year of manufacture)

Period 6 Formula 750 solo 526cc to 750cc

Period 6 Formula 1300 solo 788cc to 1300cc

## **11. ENTRIES TO CONSTITUTE A CLASS**

11.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be

Ten (10) or more bona-fide entries for all solo classes  
Six (6) or more bona-fide entries for all sidecar classes

11.2 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, will be at the discretion of the Promoter, subject to MA approval.

## **12. STARTS & FINISHES**

12.1 All events will be a clutch start. A start will be affected when the red light is extinguished. In the event of the lights malfunctioning starts will be made by the dropping of the Green Flag

12.2 Any competitor who starts from the wrong position on the grid for any event may be considered to have jumped the start and may be penalised according to the GCR's

12.3 Competitors arriving at the dummy grid after the commencement of the warm up lap may be required to start from the pit lane after all bikes have passed by

12.4 Finishes refer to GCR 14.10.7.1

## **13. RACE FORMAT**

13.1 The proposed format for the event will be to have 2 practice sessions for all engaging in the optional practice day on Thursday, 2 qualifying sessions for each class on Friday

13.2 The Australian Championships will consist of 3 legs over 2 days (needless to say some will get 2 races Saturday and some will get 2 races on Sunday, all totally dependent upon entry numbers)

13.3 It is the intent of the promoter to have races for classes that do not have the numbers to attain Championship status, subject to entry size overall

13.4 Each leg will be of 4 5 or 6 laps per race dependent upon class.

13.5 Event format

Wednesday 7<sup>th</sup> October 'Roll In' .....set up pits and generally get organised, signed in and scrutineering Gates open 11 am, Sign in from 1pm, Scrutineering from 2.30pm

Thursday 8<sup>th</sup> Oct optional practice from 9am, format to be set subject to entries. Scrutineering from 7.30 am, Riders brief 8.30am

Friday 9<sup>th</sup> October qualifying all day from 9am, format to be set subject to numbers. Scrutineering from 7.30 am, Riders brief 8.30am

Saturday 10<sup>th</sup> Oct Racing all day from 9am, format to be set subject to numbers. Riders brief 8.30am

Sunday 11<sup>th</sup> Oct Racing all day from 9am, format to be set subject to numbers. Riders brief 8.30am only if required

## **14. EVENT SCHEDULE**

Gates open 8am Wednesday, 7am remainder of the event

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.00am for each day of the event with the completion of the meeting for the participant being 30 minutes after the last race of the day is finished

## **15. AWARDS**

MA Medallions will be awarded to the winner and place getters of the Championship events  
Trophies will be awarded to Championship and Non Championship winners and place getters

## **16. PAYG**

Not applicable

## **17. PRESENTATIONS**

Will take place at the hospitality unit adjacent to the scrutineering bay at the conclusion of racing on Sunday as will be notified on the day over the PA

## **18. MACHINES AND RIDERS**

18.1 All machines entered must comply with the current GCRs for Historic Road Racing competition.

18.2 Multiple entry of the one machine in the same class of competition is not permitted.

18.3 For change of rider or machine a request needs to be made in writing to the Race Secretary and then be approved by the Clerk of the Course.

18.4 The rider being changed must be an entered participant at the event

## **19. RIDING NUMBERS**

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Promoter's 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.

## **20. GRID POSITIONS**

Grid positions will be allocated based upon the qualifying times attained during the Friday qualifying sessions. The grid positions will then remain for the duration of the event.

The fastest qualifier will be on pole

Grid positions will be displayed in a prominent place as well as being available at the dummy grid. Grid marshals will also have record of where all bikes belong on the grid

## **21. RIDERS' BRIEFING**

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

## **22. CIRCUIT DESCRIPTION**

Mallala is a bitumen track of 2.6 kilometres and it is travelled in a clockwise direction

## **23. 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.

### **23.1 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.

## **24. FACILITIES**

Security will be in attendance for the full duration of the event

There are 102 garage bays as well as plenty of space for those not wishing to have a garage but perhaps put up a shade and work from their van etc

Vehicle and trailer parking will be well signed posted

There are 2 canteens at the track one based in the pit compound area

Camping for competitors will be permitted

Unleaded and 100 Octane fuel is available from a bowser at the track

Used oil, and any other fluids must be disposed of at the allocated areas

No animals are to be brought into the track facility

## **25. NOISE**

95dB is the maximum noise for any machine at a 30 metre ride by as spelt out in the MOMS. Be warned this is being policed, any offenders will get an opportunity to remedy their noise issue, if they cannot comply with said rules they will be excluded from further racing at the event.

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 14.13 for details.

## **26. TYRES**

Tyre fitting will be available at the track  
Used tyres must be taken away with you, no leaving them at the track

## **27. ANTI-DOPING POLICY**

27.1 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.

27.2 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, results displayed may be delayed at MA's discretion until the results of the tests are known.

## **28. 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.

## **29. CODE OF BEHAVIOUR**

All competitors, officials and parents are reminded of MA's Code of behaviour contained within MA's Member Protection Regulations, found at [www.ma.org.au](http://www.ma.org.au), or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of behaviour applies to this Meeting and will be enforced.

## **30. 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](http://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.

## **31. ADMISSION CHARGES**

CHILDREN 15 AND UNDER accompanied by an adult FREE ALL DAYS  
ADULTS  
FRIDAY \$10 SATURDAY \$30 SUNDAY \$30  
THREE DAY PASS \$50

## **32. OTHER SPECIFIC INFORMATION**

Riding in the pit area is strictly at walking pace, you will only be warned once.  
Pit bikes, scooters, skateboards will not be allowed in the pits, public safety is of paramount importance to us all.



**AUSTRALIAN HISTORIC ROAD RACING  
CHAMPIONSHIPS**  
8<sup>TH</sup> – 11<sup>TH</sup> October 2015  
MALLALA MOTORSPORT PARK



## ENTRY FORM

Entries Close: Monday 31<sup>st</sup> August 2015  
Send to: Competition Secretary  
27 Riverside Grove  
Dernancourt SA 5075]  
dannayahern@senet.com.au

Office Use Only:  
Allocated Rider No:

**RIDER DETAILS**

Rider's First Name: \_\_\_\_\_ Rider's Surname: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ E-mail: \_\_\_\_\_ Next of Kin: \_\_\_\_\_  
\_\_\_\_\_ Next of \_\_\_\_\_ Kin Tel: \_\_\_\_\_  
\_\_\_\_\_ Rider's MA Lic. No.: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Grade: \_\_\_\_\_  
\_\_\_\_\_ 1<sup>st</sup> Preferred No. Plate: \_\_\_\_\_ 2<sup>nd</sup> Preferred No. Plate: \_\_\_\_\_ **PASSENGER DETAILS (SIDECAR**

**ONLY)**  
Passenger's First Name: \_\_\_\_\_ Passenger's Surname: \_\_\_\_\_  
Passenger's Address: \_\_\_\_\_  
City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Passenger's MA Licence No: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Next \_\_\_\_\_ of  
Kin: \_\_\_\_\_ Next of Kin Tel: \_\_\_\_\_

**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 GCR's of MA and these Supplementary Regulations.

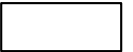
Rider's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Entrant's Name: \_\_\_\_\_ Entrants Lic No \_\_\_\_\_ Expiry date \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Classes		Machine details and capacity	Entry Fee
Period	Class		First bike @\$380
Period	Class		Subsequent bikes @\$30
Period	Class		Sidecar passenger @\$35
Period	Class		Extra transponders @ \$20
Period	Class		
Garage bay		\$180 /bay for duration of event	@ \$180
Camping permit		\$30/ adult	@ \$30
		Thursday optional practice	\$60
Total Entry Fee			

**Office Use Only**  
Date Received: \_\_\_\_\_ Money Received: \_\_\_\_\_



## **PARTICIPANT DECLARATION**



### **CONTRACT TO PARTICIPATE IN THE AUSTRALIAN HISTORIC ROAD RACING 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.

**2. DEFINITIONS** In this declaration:

- a) "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:
  - (i) 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
  - (ii) a claim against MA or the Motorcycling Organisations 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 Activity" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

**3. 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:

- i) that physical and mental injuries can and often do occur, which may result in me being hurt or even 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) 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.
  - c) 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**

- a) 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).

- b) 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.
- c) 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:

- (a) 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;
- (b) 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
- (c) indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
  - (i) arising as a result of or in connection with my competition or my participation in the Motorcycling Activities;
  - (ii) 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.

6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

**8. MEDICAL**

I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the 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.

**10. PRIVACY**

MA, my SCB and the HISTORIC MOTOR CYCLE RACING REGISTER OF SA 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/](http://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:**

- i) 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;
- 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 a participant in the Meeting I consent and agree that MA and my SCB:

- i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**12. POLICIES AND REGULATIONS**

- a) 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. 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 Ant-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 HISTORIC MOTOR CYCLE RACING REGISTER OF SA and it may use the photographs and electronic images for promotional or other purposes

without my further consent being necessary. Further, I consent to HISTORIC MOTOR CYCLE RACING REGISTER OF SA using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote HISTORIC MOTOR CYCLE RACING REGISTER OF SA 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) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) MSA
- 4) Historic Motor Cycle Racing Register of Sa
- 5) Historic Motor Cycle Racing Register of Sa
- 6) Mallala Motor Cycle Park Pty Ltd
- 7) Mallala Motor Cycle Park Pty Ltd
- 8) [Add First Aid Provider Here]
- 9) [Add Other Here]
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

8TH – 11TH October 2015

### SCHEDULE 3:

Mallala Motor Cycle Park Pty Ltd

### 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 Indemnites 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 Indemnites, 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 Indemnites 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 from 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 Indemnites 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 Indemnites will, at the discretion of MA, the Motorcycling Organisations and the Indemnites, 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 Indemnites 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](http://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 Indemnites 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.