



2017 Australian 4 Day Enduro

Brisbane West Wellcamp Airport Toowoomba, Queensland

26th to 30th September 2017 www.a4de.com.au

SUPPLEMENTARY REGULATIONS

- Date:** Tuesday 26th – Saturday 30th September 2017
- Venue:** Brisbane West Wellcamp Airport, Toowoomba
1511 Toowoomba Cecil Plains Rd, Wellcamp
- Parc Fermé:** Brisbane West Wellcamp Airport, Toowoomba
1511 Toowoomba Cecil Plains Rd, Wellcamp
- Final Moto:** Echo Valley Raceway, Toowoomba
Corner of Nelson and Ramsay Streets, Toowoomba
- Presentation:** Brisbane West Wellcamp Airport Terminal
1511 Toowoomba Cecil Plains Rd, Wellcamp
- MA Permit Number:** MA 1916

MA Contact

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1. Announcement

1.1 Queensland Enduro and Toowoomba Motorcycle Club hereafter called the Promoter will conduct the 2017 Australian 4 Day Enduro (A4DE) incorporating the Australian Enduro Individual and Teams Championships and 2017 Intercontinental Enduro Challenge for Senior Solo Motorcycles at Toowoomba in Queensland from Tuesday 26th September to Saturday 30th September 2017.

2. Jurisdiction

2.1 The above-mentioned meeting has been authorized by Motorcycling Australia which has issued the **Motorcycling Australia Permit Number 1916** and is open to holders of current Motorcycling Australia Senior National Competition Licenses and MNZ License holders who hold start permission from MNZ and proof of Insurance to FIM Standard. If International competitors other than NZ enter, ALL international competitors (including NZ competitors) must hold an FIM License issued by their respective FMN, in addition to a start permission to compete which certifies that they hold current insurance to FIM standard.

2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the 2017 Manual of Motorcycle of Sport (MoMS), 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

Jury President:	Steve Squires
Clerk of Course:	Chris Gray
Assistant Clerk of Course:	Mark Counsell
Race Secretary:	Rachelle Houtermann
Assistant Race Secretary:	Debbie Douglas
Chief Scrutineer:	Jan Waldon
Event Timing:	Richard Gates Andrew Davis
Course Coordinator:	Mark Counsell Keiron Jeffrey
Sound Controller:	Christian Nicholls
Environmental Steward:	Pete Daley
Special Tests:	Ashley Sprenger and Dave Wagner Toowoomba Motorcycle Club
Sponsorship:	Naming Rights Sponsor - Yamaha Motor Australia.
Paddock Manager:	Don Atkins

4. Entries

4.1 Entries are now open and close on 11 September 2017. Late entries may be accepted at the discretion of the promoter. Late entry fee will be \$150. Contact Race Secretary at info@a4de.com.au. The minimum number of entries will be 150 and the maximum will be 350. If there are less than 150 entries the event may be cancelled with the approval of MA.

4.2 In the case of postponement or abandonment of the meeting a refund policy will apply. See 6.4.

4.3 Entry ONLINE ONLY at www.a4de.com.au. Entrants must have a valid email address to successfully enter on-line. NOTE: You can use someone else's email address BUT remember to check their email for confirmation of entry and Final Instructions

4.4 Entrants can pay by direct debit (Bank transfer) or credit card.

NB: If paying by bank transfer:

- please use rider surname & MA License number as reference.
- Riders must notify the Race Secretary, in writing, in order to be entitled to any refund. **THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS OUTLINED IN THE REFUND POLICY – see 6.4.**

5. Insurance

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

5.1 Current **ambulance insurance** is **compulsory** for competitors.

5.2 Medical Services

Medical Services information will be updated when confirmed.

6. Entry Fees

6.1 Individual Entry Fees:

- **EARLY BIRD ENTRY: \$650 including GST. Early Bird Entries Close: 11 August 2017**
- **Standard Entry: \$695 including GST. Entries close: 11th September 2017**
- **Transponder Hire** will be **\$50** for the event if you do not have your own MYLAPS MX compatible transponder. This fee will be paid at rider registration.
- **Entry** is on-line at www.a4de.com.au. Payment is by Direct Debit (bank transfer) or credit card.

6.2 Direct Deposit (bank) Details:

BSB: 638 011, Account: 9559493

Account Name: Toowoomba Motorcycle Club

NB: If paying by Bank Transfer – please use rider surname & MA license number as reference.

6.3 Registration

To compete in this event, motorcycles are required to be fully road registered OR competitors who do not have full road registration for their motorcycle will need to complete the UNREGISTERED MOTORCYCLE PERMIT FORM ON THE ON-LINE ENTRY FORM. Motorcycles must comply with the standards for Enduro as described in the Manual of Motorcycle Sport Rule Section 14 and conditions in these Supplementary Regulations. ADR Compliance plate is not necessary. Riders must indicate their need for this **UNREGISTERED MOTORCYCLE PERMIT ON THE ON-LINE ENTRY FORM BY 11TH SEPTEMBER 2017.** Please make sure that you have the description of vehicle, frame number & engine number correct on the entry form. If the details are incorrect the registration permit will not be valid.

6.4 Team Entries

No entry fee for Intercontinental and State Trophy, Junior Trophy and Women's Cup Teams. Trade Team Entry Fee of \$60.00, Club Team Entry Fee of \$30. Details of team requirements can be found in 2017 Manual of Motorcycle Sport MoMS - Section 14.26.3 and 14.26.4. Closing date for Team entries is 11 September 2017.

Late Trade and Club team entries will be accepted up until close of rider sign-on. There will be a late fee of \$20.00. Total fee including late fee Club Team - \$50.00 or Trade Team \$80.00. (These late teams will not be in the event program)

For late entries of teams, a completed team details form and payment in correct cash to be made to Race Secretary only up to close of rider sign-on.

6.5 Refunds

- a) Riders withdrawing in writing before 11th September 2017 (close of standard entries) will be entitled to a refund, less a \$50 administration fee.
- b) Riders withdrawing in writing after close of standard entries and prior to 5pm on Monday 4th September 2017 will receive a refund, less \$100 administration fee.
- c) Riders withdrawing from the event after 5pm on the 4th September 2017 will not be entitled to any refund.
- d) Should the event be cancelled by the Jury President due to "force majeure" (e.g. inclement weather), then the following shall apply: Riders who did not ride or enter the track will receive their entry fee, less 30% administration fee. Riders who competed (including Prologue) will not be entitled to any refund.
- e) All withdrawal requests **must** be in writing to the Race Secretary.

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, 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.

6.6 Final Instructions & Rider List will be placed on www.a4de.com.au.

7. Classes of Competition

7.1 Trophy Team and Junior Trophy Team

- a) Each Australian State, the ACT, the Northern Territory and New Zealand may nominate, through its RCB, one Trophy Team and one Junior Trophy Team. Team entries must be consistent with 2017 MA MoMS.
- b) Trophy Teams and Junior Trophy Team entries are to be submitted separately by the RCB by the 1st September and must be endorsed by the Enduro Committee of the RCB.
- c) Riders nominated in the Women's class are also eligible for the Junior Trophy Team. (See 14.26.2 of the GCR's)
- d) Riders nominated in the Veterans, Masters and Women's class are also eligible for the Trophy Team. (See 14.26.1 of the GCR's)

7.2 Intercontinental Challenge

- a) MA and MNZ will each nominate one 6-person team to compete for the Intercontinental Teams Challenge. Intercontinental Teams rules will be consistent with Trophy Team rules. These teams must be submitted at the first Jury Meeting.

7.3 Trade Teams

- a) Trade Team is a competition in which any Trader within the motorcycle trade may enter a team consisting of three (3) riders.
- b) A competitor may not be a member of more than one Trade team. A competitor in a Club Team is ineligible for this competition.
- c) The three (3) best teams will receive special awards, the scoring of Trade and Club Teams will be based on classification points. Classification points are based on the daily

difference in time between the class leader and the rider which are added daily to give the team score.

7.4 Club Teams

- a) A club may enter teams of three (3) riders who have their competition License issued by the nominated club and are current members of that club.
- b) Club must be affiliated with the SCB. No competitor may be a member of more than one club team.
- c) The three (3) best teams will receive special awards, the scoring of Trade and Club Teams will be based on classification points. Classification points are based on the daily difference in time between the class leader and the rider which are added daily to give the team score.
- d) **Please Note:** Competitors in the Trophy, Junior Trophy, Women's Cup or Trade team are ineligible for this competition.

7.5 Women's Cup Teams

- a) Each Australian State, the ACT, the Northern Territory and New Zealand may nominate, through its RCB, one Women's Cup Team.
- b) Women's Team entries must consist of two riders who have their MA Senior Competition License issued by the state they are representing. A competitor in a Club Team is ineligible for this competition.

7.6 Team Managers

- a) Each team may have a Team Manager whose name and address must be nominated by the close of entries.
- b) The Race Secretary will accept any changes to Team Managers up to close of rider sign-on. No Team Manager can be a Jury member.

7.7 Individual Classes

Enduro 1	100cc-200cc two stroke and 150cc to 250cc four strokes
Enduro 2	220cc to 250cc two stroke and 275cc to 450cc four stroke
Enduro 3	290cc to 500cc two stroke and 475cc to 650cc four stroke
Veteran	All Powers – Rider must have turned 35 years before 1/1/17
Masters	All Powers – Rider must have turned 45 years before 1/1/17
Women	All Powers

8. Awards

- 8.1 The winning Trophy Team will be awarded the "Interstate Challenge Trophy" which was originally donated by the Cessnock Motorcycle Club. The Dungog MCC have replaced the missing Trophy. Each member of the winning, second and third placed teams will receive a trophy.
- 8.2 The winning Junior Trophy Team will be awarded the Perpetual Cup, which was donated, by the Trail and Enduro Motorcycle Club of WA in 1993. Each member of the winning team, second and third placed teams will receive a trophy.
- 8.3 Each member of the winning Women's Cup Team competition will receive a trophy.
- 8.4 The winning team in the Intercontinental Challenge will be presented with the "Intercontinental Teams Trophy" which was donated by the Cambridge Motorcycle Club in 2001.

- 8.5 The winning Club Team and Trade Team will receive a trophy. Each member of the winning, second and third placed teams will receive an award.
- 8.6 The outright individual winner of the A4DE will be awarded the **John Hall Perpetual Trophy** named in honor of the mastermind and original organizer of the first A4DE in 1978.
- 8.7 MA Australian Championship medallions and trophies will be awarded to first, second and third in each individual Australian Championship class. All competitors will be eligible for the Australian Championship Awards.
- 8.8 The Stefan Merriman Award will be awarded to the highest placed rider who is under 19 years of age as at 1st January 2017.
- 8.9 Further awards will be presented as per 2017 MoMS.

9. Entries to Constitute a Class

- 9.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class, except Women's, must be at least ten (10). The numbers of entries to constitute a Championship Class for the Women must be at least six (6).
- 9.2 Should there be insufficient entries in any class of competition, the class will be cancelled and competitors will compete for trophies only. No Australian Championship will be awarded. Except, if the women's class is cancelled the competitors will be included in the appropriate capacity class and therefore be eligible for those Championship awards.

10. Race Format

- 10.1 The riders will leave in groups of threes at no less than one (1) minute intervals.
- 10.2 All riders will be competing against the clock.
- 10.3 Except for the final test, there will be no mass starts.
- 10.4 Time Cards will be used and scored as per the MA Enduro rules.
- 10.5 Motorcycles will be impounded overnight.
- 10.6 Trail times are to the minute.
- 10.7 Special Tests will consist of Enduro and Cross tests as per 2017 MA MoMS.
- 10.8 Test Timing will be to 1/100th of a second by transponders. See 2017 MA MoMS.
- 10.9 **Special Test Starts** Riders will be self-starting at intervals as determined by the Clerk of Course. Riders must cross the start line within 5 seconds of being directed by the start signal. Riders who refuse to start on their allocated time will incur a penalty.
- 10.10 Tailgating off the start line will incur a penalty as determined by the Clerk of Course.
- 10.11 Trophy and Junior Trophy Teams and specially seeded riders will start at the front of the field on each of the first three (3) days. Those Trophy and Junior Trophy riders nominated in the Veterans, Masters or Women's classes will start with their respective class.

Day 1 The field will be sorted as per previous 4 day results and AORC results in Class order.

*** The Clerk of Course reserves the right to seed any riders at any time during the event for safety purposes.

11. Rider Sign-on & Scrutineering

11.1 Rider Sign-on will be from 9:00am – 3:00pm Tuesday 26th September 2017.

Riders must report to rider sign-on BEFORE your motorcycle can be scrutineered.

11.2 Riders are required to hold and produce a current MA Senior National License, MA 1 Event Licence, current MNZ or FIM Senior Competition License. **NB:** Trophy, Junior Trophy and Women's Cup team members must have a competition License issued in their state. ACT Team Members must be a licensed member of an ACT Club.

11.3 Riders must hold current civil Motor Drivers' License of a class suitable for use with the motorcycle they intend to ride. **NB:** It is the rider's responsibility to ensure they comply with their license conditions and licensing restrictions of their state traffic authority.

11.4 Motorcycles are required to be registered, **OR**, complete and pay for a registration permit supplied with these supplementary regulations. This must be done and paid for prior to 11th September 2017. Prearranged permits copy will be given to riders at Sign-on – see point 6.2.

11.5 Riding numbers and backgrounds will be provided for all riders and issued at sign-on.

11.6 Riders will be required to sign, at sign-on, the Motorcycling Australia Indemnity Form for this event

11.7 Riders need to bring to sign-on

- a) MA Riders License - Senior National or 1 Event Licence
- b) Civil Riders License (eg RMS, Vic Roads, Qld Roads etc)
- c) Motorcycle Registration Papers (NB a number plate is NOT proof of rego)
- d) International Riders are required to show travel insurance as proof of ambulance cover.

11.8 Scrutineering

a) Scrutineering will be from 9:30am – 3:30pm Tuesday 26th September 2017.

b) Mechanics / Service crew can take the bike to scrutineering on the rider's behalf.

c) Motorcycles must be registered for use on public roads. The number plate must be affixed to the rear of the motorcycle in a safe, secure and visible manner. Riders must indicate their need for a Queensland Unregistered Vehicle Permit on the entry form (see section 7.2). The Queensland Unregistered Vehicle Permit must be carried on the bike or with the rider throughout the event.

d) **Machines** - All machines entered must comply with the 2017 MoMs - Enduro and Reliability Trails and Australian 4 Day Enduro Championships and these Supplementary Regulations. They must have: -

- Working commercially available headlight and tail light (Permanently wired to illuminate or able to be switched on or off by a single switch mounted on the handlebar or headlight assembly).
- Working Brake Light operated by brake pedal or handlebar brake lever.
- Handlebars must be plugged and equipped with a protection pad on the cross bar (handlebars without a cross member must be equipped with a protection pad located in the middle of the handlebars, covering the handlebar clamps).
- Hand guards are permitted. All motorcycles must be fitted with an extended style Enduro rear mudguard.
- An effective rear vision mirror must be fitted.
- An appropriate horn or warning device must be fitted.

- A chain guard that protects the rider from the front chain sprocket must be fitted.
- No motorcycle may enter the A4DE Parc Fermé without a fixed stand approved at machine examination.

11.9 Sound Testing

Sound testing will occur, and may take place at any time at the discretion of the Scrutineer or Clerk of Course. Refer to MoMs 14.15 for all sound control information

11.10 Riders must bring to Scrutineering:

- a) Motorcycle - compliant to the rules - see above
- b) Paper work issued at sign on
- c) Registration Papers or Queensland Unregistered Vehicle Permit
- d) Helmet - must be clean, undamaged and have approved safety standard.
- e) Numbers with backgrounds provided at sign on must be attached to all three plates on the motorcycle.

11.11 Machines entered in the competition:

Must have successfully passed the event machine examination prior to taking part in the event. An MA decal will be placed on the front number plate to indicate that it has passed scrutineering.

12. Riders Briefing

12.1 All riders MUST attend the Riders Briefing on Tuesday 26 September at 6pm in the Brisbane West Wellcamp Airport freight shed or within that vicinity.

This is the only a Rider's Briefing and riders must sign the registration sheet so we know that you attended. Riders who do not attend and/or do not sign the Registration Form may not be permitted to start.

12.2 Riders Instruction Sheet

This will be issued to all riders. It is conditional upon acceptance of entry signed by the rider that he/she fully understands that it is the sole responsibility of the rider who signed the entry to read the riders instruction sheet and to bring to the attention of the Clerk of Course, anything contained in the instruction sheet that they do not understand or are concerned with for clarification.

13. Anti – Doping Policy

13.1 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 www.ma.org.au (home/About MA/Policies/Anti-Doping, Alcohol and Drug Policy)

13.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline on 1800 020 506. When drug testing takes place, the awarding of prizes may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

14. Drug and Alcohol Testing

14.1 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.

- 14.2** For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.00am (Tuesday to Saturday) with the completion of the meeting for the participant being when the participant has vacated the venue at the end of each day.

15. Smoking

Smoking is strictly prohibited in any fuel control areas (where refueling is permitted), paddock/pit area, start area, work area or parc fermé. Riders are liable for exclusion from an event for failing to adhere to this regulation and are responsible for the actions of their mechanics and support persons – as described 2017 MoMS

16. Code of Behaviour

All Competitors, officials, parents and support persons are reminded of MA's Code of Behavior contained within MA's Member Protection Policy, found at www.ma.org.au or Appendix C of the 2017 MoMS, which is a guide to appropriate behavior at all Motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

17. Event Schedule

Tuesday 26th September 2016

Key Officials Meeting	8:00am - Meeting Room TBA
Rider Sign-on	9:00am - 3:00pm
Scrutineering	9:30am - 3:30pm
1 st Jury Meeting	4:30pm - Meeting Room TBA
Rookies Briefing	4:45pm - Airport freight shed or within that vicinity
Rider Briefing	6.00pm – Airport freight shed or within that vicinity

NOTE: Day 1 start times and schedule will be posted on the Information board and on the website www.a4de.com.au by 7:00pm on Tuesday night.

Wednesday 27th September – Friday 29th September 2017

1 st 3 Riders Enter Parc Fermé	7:15am
1 st 3 Riders Start Morning Work Period	7:20am
1 st 3 Riders Start	7:30am

Saturday 30th September 2017

1 st 3 Riders Enter Parc Fermé	7:15am
1 st 3 Riders Start Morning Work Period	7:20am
1 st 3 Riders Start	7.30am

Riders will travel from the parc ferme to the final moto. This may be up to 1.5 hrs riding which may include a timed test at the Final Moto track. They will then enter their work period and impound their bike ready for the final moto. The riders will have a sighting lap immediately prior to the commencement of the final moto. The final moto track will be available to walk at least 24 hours prior to the test.

18. Course Description

The course will consist of trails and tracks suitable for all levels of riders, with Days 1 and 3 being approximately 170kms and Day 2 being approximately 230kms of riding. The course

will be marked with numbered arrows signifying each day.

19. Start Order

On Day 1 the start order will be set such that the Trophy and Junior Trophy riders and specially seeded riders will go first followed by a gap then each class with riders seeded as per previous years A4DE results and AORC results. Days 2 & 3 start order will be established with Trophy and Junior Trophy and specially seeded riders starting first, seeded using the previous days' Special Test results, followed by all other riders seeded as per the previous days' Special Test results.

NOTE: Those Trophy and Junior Trophy riders nominated in the Veterans, Masters or Women's classes will start with their respective class.

*The Clerk of Course reserves the right to seed riders at any time before or during the event for safety reasons

19.1 Day 4 Start Order will be Class by class as per provisional outright position in class.
Class order will be: Masters; Veterans; Women; E1; E2; E3.

19.2 Restarters: A competitor who retires or is excluded from the event may, once only, restart on the following day at the end of the field. To restart the competitor must apply to the Race Secretary before the end of the day for a re-start and then comply with 2017 MOMS. Re-start riders will not be eligible for awards or finishers medals.

NOTE: Start list and schedule will be available from the secretary's office and on-line by 7:00pm the evening before each day's leg. In the event of unforeseen problems with meeting this deadline the Clerk of Course reserves the right to use the previous day's start order.

20. HIGHWAY CODE FOR OPERATION ON PUBLIC HIGHWAYS AND PRIVATE ROADS

All participants in the contest must respect the traffic code for operation on all public and private roads and road crossings. They must conform to all instructions that are given by the marshals and management. **STOP** signs are at all road crossings - riders **MUST STOP** at all **STOP** signs and give way to traffic. Riders failing to observe this instruction may be disqualified from the contest or face other penalties.

21. Events Rules

21.1 The event will be run in accordance with 2017 MA MoMS - in particular but not limited to:

Enduro and Reliability Trails and Australian 4 Day Enduro, these supplementary regulations, final instructions, rider instruction sheet and bulletins. These documents give details about general organisation; starting procedures, re-start rule, assistance allowable, operation of time checks, penalties and other useful information. It is the rider's responsibility to be familiar with these rules and all information that is provided.

22. Penalties

22.1 A **YELLOW** card system for **minor** infringements will be used during the event – A **YELLOW** card may, at the discretion of the Clerk of Course, be issued to a rider as a warning of rule infringement. The issue of a yellow card does not replace any other penalties (such as fines or time penalties) that may be issued for the same offence by the Clerk of Course.

22.2 Other penalties as per 2017 MA MoMS.

22.3 OUTSIDE ASSISTANCE

Rules regarding outside assistance will be strictly enforced.

Note 1: Riders being accompanied on the course by “Ghost Riders” risk exclusion from the event. **Note 2:** No person other than the rider can handle a competitor’s “Bum” Bag as this will be interpreted as outside assistance (except in the service areas). See 2017 MA MoMS Rule: 14.14.11.1 d). The rider is allowed to change any unmarked parts anywhere on the course but may receive spare parts and tools only in the servicing areas. Tyres may only be changed in the morning and afternoon work periods.

23. Environment

- 23.1** Environmental Guidelines will be issued to all riders. It is responsibility of each rider to ensure both they and their service crews, mechanics and support persons are familiar with and adhere to the guidelines.
- 23.2** Each competitor will require or be issued with an environment mat. As of 2017 enviromats must be 1 metre x 1.6 metres and will be available for purchase at the Secretaries office. All service crews and mechanics and riders will be required to use an environment mat when replenishing all fuels, oils and chemicals (including the oiling of chains) in order to stop ground contamination. **(Carpet, plastic, cloth etc is not sufficient to stop ground contamination should spillage occur.) COST is \$15.00 each and can be purchased during online entries. Mats can then be collected at sign-on.**
- 23.3** **Waste oil** facilities will be available at parc ferme in the paddock area.
- 23.4** Each service crew **must clean** up their **service area** at all fuel / service controls. No rubbish whatsoever is to be left on the ground. If bins are full rubbish must be taken with you.
- 23.5** **Tyres** are **NOT** allowed to be disposed of in any bins.
- 23.6** Riders are reminded that the use of “**Tearoffs**” is not permitted.
- 23.7** **Due to environmental** concerns, at ALL remote refueling areas, fuel containers **MUST NOT** exceed ten (10) litres and are to be fitted with a suitable pouring spout - a 20 litre container half full is **NOT** acceptable.
- 23.8** **All refueling must** be carried out within the designated refueling areas. (In the morning work area or at service time checks between the white and yellow flags – Riders must be off the bike and the bike must **NOT** be running.
- 23.9** **Sound testing** may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. All machines must comply with the requirement of the 2017 MoMs. Refer to MoMs 14.15 for all sound control information.

23.10 Environmental Penalties

- Failure to use Environmental Mat - First offence – Yellow Card Warning second and subsequent offences - \$50.00 or penalties up to exclusion.
- Failure to clean up service area – First Offence \$50.00 fine
- second and subsequent offences - \$150.00 or penalties up to exclusion.
- Use of Tearoffs - First offence \$50 penalty up to exclusion.
- Second and subsequent offences - penalties up to exclusion.
- Twenty (20) litre fuel drums present at remote fuel controls- First offence \$50.00 fine second and subsequent offences - \$150.00 or penalties up to exclusion.
- Refueling outside the designated fuel control areas – Exclusion.
- Disposal of tyres in waste facilities - \$150.00 or penalties up to exclusion.
- Sound - as detailed in the 2017 MoMs 14.15.

24. Fire Extinguishers

During the refueling, each team must have at least one (1) portable fire extinguisher of minimum 1 kg in the proximity of the refueling point (max 5m distance). The extinguisher must be visible and available to riders and crew at all times during refueling.

25. Bulletins

Numbered and dated bulletins may be issued concerning any cases not provided for in the Supplementary Regulations. These bulletins will be posted on the official notice board at the event headquarters. It is the rider's responsibility to check the Notice Board each day for decisions from the Jury and any changes that may affect the format of the event and results.

26. Presentations

Presentation will be held on Saturday night at the Brisbane West Wellcamp Airport Terminal. Food, alcoholic and non-alcoholic drinks will be available for purchase. **NO BYO** alcoholic drinks allowed.

27. Facilities

Toilets, facilities and food will be available in the paddock area. More detailed information in the final instructions with regards to facilities at time checks and special tests.

28. Admission Charges

Prices will be advised in final instructions.

29. Transponders

- 29.1** Electronic timing will be used throughout the event. This incurs a hire fee as per on-line entry. If you don't return your transponder immediately you finish you will be charged a late fee for the return of transponder of \$100.00. If you don't return the transponder in 4 days you will be charged the cost of the transponder of \$610.00.
- 29.2** For Riders who are hiring a Transponder, it will be removed from your bike after Day 2 and you will put it back on your bike before the Start on Day 3.
- 29.3** If you have your own Transponder make sure to recharge it during the event – you are responsible for keeping it charged.
- 29.4** Special Test timing is by transponder and will be to 1/100th of a second. Transponder timing is final. No queries will be dealt with unless the transponders and/or the system fail.
- 29.5** Any rider who causes damage to the scoring equipment may be penalised as determined by the Clerk of Course.

30. Paddock/Pit Area Setup

- 30.1** There will be camping at the Paddock. Separate information for those wishing to camp will be made available.
- 30.2** The paddock/pit area will be available from 9:00am Saturday 23rd September 2017 and will close at 6pm daily. Sunset 5:47pm.
- 30.3** All teams will be required to pit in the position allocated to them by Paddock officials.
- 30.4** Please park your private, hire or support vehicle outside the Paddock as directed.

- 30.5** When setting up your paddock/pit area please consider others. Do not block road/bike ways and do not pit where areas are marked off with tape spray paint and / or no pitting signs.
- 30.6** Due to limited space, riders are encouraged to group together and share work areas.
- 30.7** The paddock area will be closed to all vehicle movement from 4.00pm Tuesday 25th September 2017 until the last rider has returned to the Parc Fermé on Day 3.
- 30.8** If you have a team or a few riders and would like to reserve position in the Pit/Paddock area please complete form available on web site www.a4de.com.au.
- 30.9** Containers are available for hire – Order forms on website www.a4de.com.au.
- 30.10** Special tests will all be on private land and only be available to walk at set times. These times will be in the final instructions and posted on the official notice board.

31. Media

- 31.1** Motorcycling Australia's Media & Public Relations Assistant Max (MediaPRAssistant@ma.org.au) will control the Media for the 2017 A4DE.
- 31.2** We ask all riders to make themselves available for interviews and photos for the media. Riders need to be on time for TV interviews, website interviews etc and please be respectful and professional as this exposure may help in your sponsorship deals.
- 31.3** Riders should be dressed in your team clothes and for all the other riders please be neatly dressed.
- 31.4** Riders who finish on the podium must attend the presentation for interviews and media conference.
- 31.5** Remember that you are not only representing yourself, but your team and the sport.

32. Other Important Information

- 32.1** All injuries must be reported to Clerk of Course, Assistant Clerk of Course or Race Secretary.
- 32.2** Accommodation is available in Toowoomba and surrounding areas. Contact Toowoomba TOURISM for info. Also refer to webpage at www.a4de.com.au
- 32.3** Please keep paddock/pit and fuel control area tidy at all times by placing rubbish in bins provided or take it with you.
- 32.4** Closed footwear must be worn in any fuel control area, paddock/pit area; start area, work area or paddock at all times (GCR 14.11.9.1), this includes all support crew.
- 32.5** Selling: Any person who wishes to sell accessories or merchandise must contact the A4DE 2017 Coordinator on 0448 373 149 or email info@a4de.com.au
- 32.6** A4DE Promoter reserves the right to use any pictures or filming and names of any competitor or team for any advertising purpose. No competitors or team shall be entitled to make financial claims on any of the above.

32.7 Additional Team / Rider Exposure: A4DE Management Committee reserves the right to prevent any team or rider displaying sponsorship signage or advertising material that it deems to be in conflict with its contract.

32.8 Merchandise will be on sale at the Event – There will be a Merchandise Details and Order Form on the Webpage. (www.a4de.com.au)

33. Electronic Communications and Social Media

All competitors, officials, teams, service crews 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 behaviour where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

34. Rider Numbers

Rider numbers will be assigned and given out at sign-on.

CONTRACT TO PARTICIPATE IN THE 2017 AUSTRALIAN 4 DAY ENDURO

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):

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycling 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 2016 A4DE Committee 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).

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. 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.
- 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 2016 A4DE Committee and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to 2016 A4DE Committee using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote 2016 A4DE Committee or the Event.

14. PREVAILING CONDITIONS

You acknowledge and agree that:

- motorcycling and the Motorcycling Activities can and will be affected by the weather which may change without warning;
- 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;
- 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) Motorcycling Queensland
- 4) Toowoomba Motorcycle Club
- 5) MQLD
- 6) Wagners, Luck and O'Sullivan properties
- 7) All Championship Sponsors
- 8) Hest Paramedics
- 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:

September 26th – 30th from 7am – 5pm each day

SCHEDULE 3:

Brisbane West Wellcamp Airport Complex

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 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:



PARTICIPANT DECLARATION

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

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.