



# MOTORCYCLING AUSTRALIA RIDERS' DIVISION APPLICATION

PO Box 134, South Melbourne, Vic 3205 Tel: [03] 9684 0500 Fax: [03] 9684 0555

Email: [mail@ma.org.au](mailto:mail@ma.org.au) Web: [www.ma.org.au](http://www.ma.org.au)

I hereby apply for membership of Motorcycling Australia. I am over 18. I acknowledge and agree to the Terms and Conditions on the MA website [www.ma.org.au](http://www.ma.org.au) which form part of this application. ***I understand that this form of membership will not allow me to compete.***

My Name: \_\_\_\_\_

My Residential Address: \_\_\_\_\_

Postcode \_\_\_\_\_

My email: \_\_\_\_\_

Member of [Club name] \_\_\_\_\_

Gender M/F \_\_\_\_\_

Birthdate

day		month		year			

Tel [h]: \_\_\_\_\_

Tel [h]: \_\_\_\_\_

Fax : \_\_\_\_\_

Mobile no: \_\_\_\_\_

My Occupation: \_\_\_\_\_

My Industry: \_\_\_\_\_

### Please tell us about your riding & bikes

Tick or complete the box[es]

1 How many motorcycles do you own? \_\_\_\_\_

2 How long have you been riding? \_\_\_\_\_

years

3 What is your **main** motorcycling activity [Choose **one** only]

<input type="checkbox"/> On Road Touring	<input type="checkbox"/> Trail riding	<input type="checkbox"/> Off-road competition
<input type="checkbox"/> Commuting	<input type="checkbox"/> Dual -sport riding	<input type="checkbox"/> Road racing
<input type="checkbox"/> Cruiser riding	<input type="checkbox"/> Off road touring	<input type="checkbox"/> Dirt-track racing
<input type="checkbox"/> Scratching	<input type="checkbox"/> Other competition	<input type="checkbox"/> Other Road Riding
<input type="checkbox"/> Watching motorcycle racing	<input type="checkbox"/> Other non-competitive riding	

4 What kind[s] of bike[s] do you own? [Tick all that apply]

<input type="checkbox"/> Cruiser	<input type="checkbox"/> Naked	<input type="checkbox"/> Sport
<input type="checkbox"/> Touring	<input type="checkbox"/> Scooter	<input type="checkbox"/> Racing
<input type="checkbox"/> Vintage	<input type="checkbox"/> ATV/Quad	<input type="checkbox"/> Dual Sport /Supermotard
<input type="checkbox"/> Trail Riding/Enduro	<input type="checkbox"/> Other	

5 What brand[s] of bike[s] do you own? [Tick all that apply]

<input type="checkbox"/> BMW	<input type="checkbox"/> Ducati	<input type="checkbox"/> Harley-Davidson	<input type="checkbox"/> Honda
<input type="checkbox"/> Kawasaki	<input type="checkbox"/> KTM	<input type="checkbox"/> Suzuki	<input type="checkbox"/> Triumph
<input type="checkbox"/> Yamaha	<input type="checkbox"/> Other		

### FEES AND PAYMENT

Membership Fees	\$
Fees per year, inclusive of GST	
<b>1 year</b>	\$35
<b>1 year [Member of Affiliated Club]</b>	\$25
<b>3 years</b>	\$99
<b>5 years</b>	\$160
<b>Lifetime Membership</b>	\$385

This is a Tax Invoice. Motorcycling Australia Ltd. ABN 8305783008

Payment enclosed \$	[See fees to left] by																				
<input type="checkbox"/> Cheque	<input type="checkbox"/> Money Order																				
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa																				
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Name on Card	Expiry Date																				
Signature																					

Make cheques payable to "Motorcycling Australia" and send to P.O. Box 134 Sth Melbourne Vic 3205.

**NOTE:** You should receive your MA Riders' Division member's package in the mail within 30 days after we receive your application. You should be able to access the members'-only sections of the Motorcycling Australia website once your payment has been processed.

***You must also sign the other side of this document***

## **MOTORCYCLING AUSTRALIA MEMBERSHIP APPLICANT TERMS & CONDITIONS**

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

1. **THE APPLICANT** whose name appears on the online application form hereby applies for a Motorcycling Australia Limited ["MA"] licence and membership. And **IN CONSIDERATION OF** my licence / membership application being accepted, I acknowledge and agree that:

### **DEFINITIONS**

2. In this declaration:

- [a] "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
- [b] "**MA**" means Motorcycling Australia Limited;
- [c] "**State Controlling Body**" [**SCB**] means a State or Territory motorcycling association affiliated as a member of MA;
- [d] "**Indemnitees**" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1;
- [e] "**Motorcycling Activities**" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- [f] "**Motorcycling Organisation**" means and includes MA, and the MA members [including the SCBs and affiliated clubs] and where the context so permits, their respective directors, officers, members, servants or agents.

### **MEMBERSHIP**

3. If my membership application is accepted I will be a member of MA, I acknowledge my membership will be deemed to be accepted upon my participation in Motorcycling Activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the Motorcycling Organisations of which I become a member.

### **ACKNOWLEDGMENT OF RISKS, DANGERS AND OBLIGATIONS**

4. **I ACKNOWLEDGE** that:

- [a] Motorcycling Activities are dangerous and that by engaging in the sport [whether as a competitor, recreational rider, coach or official] I take and am exposed to certain risks and dangers and am under certain obligations as follows:
  - [i] that I may be injured, physically or mentally, and may be killed;
  - [ii] that my machinery or equipment may be damaged, lost or destroyed;
  - [iii] that other riders may ride dangerously or with a lack of skill;
  - [iv] that road, track or event conditions may be hazardous and may vary without warning or predictability;
  - [v] that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
  - [vi] that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - [vii] that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - [viii] that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- [b] the Motorcycling Organisations, do not make any warranty that the services associated with the provision of the Motorcycling Activities by them to me will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- [c] to the extent that any warranty is implied it is excluded to the full extent permitted by law.
- [d] I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Motorcycling Activities.

### **WARNING UNDER THE FAIR TRADING ACT 1999 [VIC]**

5. Under the provisions of the **Fair Trading Act 1999 [Vic]** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
- rendered with due care and skill; and
  - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
  - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading [Recreational Services] Regulations 2004.

For the purposes of the clause 4, "the Supplier" shall mean and include the Motorcycling Organisations.

### **INDEMNITY AND RELEASE**

6. **IN CONSIDERATION** of both MA and my SCB accepting my licence and membership application, I, to the full extent permitted by law:
- [a] **INDEMNIFY AND WILL KEEP INDEMNIFIED** the Motorcycling Organisations, Indemnitees and each of them in the following manner:
    - [i] that I participate in Motorcycling Activities at my sole risk and responsibility;
    - [ii] that I accept the venues at which Motorcycling Activities are conducted as they stand with all or any defects hidden or exposed;
    - [iii] that I indemnify and hold harmless the Motorcycling Organisations, against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
  - [b] **RELEASE AND WILL RELEASE** the Motorcycling Organisations from all liability to me for any claim, loss, damage, cost or expense [whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise] that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in a Motorcycling Activity.

