



# BSA & HARLEY DAVIDSON MOTORCYCLE CLUB of WA Inc

(Affiliated with Motorcycling Australia WA)

PO Box 1980 Midland 6936



## MEMBERSHIP APPLICATION

Name \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

Suburb \_\_\_\_\_ Postcode \_\_\_\_\_

Occupation \_\_\_\_\_ Email Address \_\_\_\_\_

Phone Numbers:

Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

ARE YOU A MEMBER OF ANOTHER CLUB? YES / NO

IF **YES** CLUB NAME: \_\_\_\_\_

PLEASE NOTE: All new licence applicants must undertake a written & riding test before being eligible to hold a competition licence. The club has authorised testing officers, please check with the club Secretary or Treasurer for details. **(No gate key will be issued unless a copy of your level one officials licence is provided with your membership application)**

### CLUB FEES

**Please tick membership required:**

<input type="checkbox"/>	Senior Membership	\$ 150.00
<input type="checkbox"/>	Junior Membership	\$ 70.00
<input type="checkbox"/>	Social Membership	\$ 15.00
<input type="checkbox"/>	Restricted Membership	\$ 40.00
<input type="checkbox"/>	One Day Membership	\$ 10.00
<input type="checkbox"/>	Family Membership (Includes two adults, must also include Junior member. Max two jnr members)	\$ 200.00
<input type="checkbox"/>	Gate Key	\$ 10.00

### IN CASE OF EMERGENCY

DO YOU HAVE ANY ALLERGIES OR A MEDICAL CONDITION THAT MAY EFFECT THE ADMINISTRATION OF FIRST AID? (This information will remain confidential and used in emergencies only)

Name of person to contact in case of emergency: \_\_\_\_\_

Contact Number \_\_\_\_\_ Relationship \_\_\_\_\_

### AGREEMENT

**Flag Marshal Roster:** Members who ride on club race day's are required to provide a Flag Marshal to at least one club race event for the 2009 season. Each racing member will need to nominate a club points day they will be providing a Flag Marshal when they renew or become a new member and the date will then be added to a Flag Marshal Roster. The Flag Marshal Roster will be available to all members so there will be enough time to ensure your Flag Marshal will be available on the day you nominated. Failure to provide a Flag Marshal on your nominated date will result in suspension of competition for club events until Flag Marshal duties have been fulfilled. If prior arrangements have been made to provide a Flag Marshall on a date other than your rostered date you will be able to compete at club events.

Nominated Date For Flag Roster \_\_\_\_\_

**PLEASE ATTACH PASSPORT PHOTO & FEE  
PERSONALLY ATTEND CLUB MEETING NIGHT FOR NOMINATION  
MEETINGS ARE HELD FIRST TUESDAY OF EACH MONTH, 7:00PM AT THE SPORTSMEN ASSOCIATION STANCLIFFE ST, MT LAWLEY.**

*I hereby agree to abide to the constitution, club rules and by-laws of the BSA-Harley Davidson Motorcycle Club of WA Inc. and its controlling bodies and all conditions detailed above. I understand failure to do so will result in expulsion from the club.*

**SIGNED.....DATE.....**

## DECLARATION

**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) ..... [Rider]  
2. HEREBY AGREE with the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the organiser") 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 in Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

### ACKNOWLEDGMENT OF RISKS, DANGERS AND OBLIGATIONS

3. I ACKNOWLEDGE that:  
(a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach or official) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:  
(i) that I may be injured, physically or mentally, and may be killed;  
(ii) that my machinery or equipment may be damaged, lost or destroyed;  
(iii) that competitors may ride dangerously or with a lack of skill;  
(iv) that track or event conditions may be hazardous and may vary without warning or predictability;  
(v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;  
(vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;  
(vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;  
(viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA.  
(b) the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the Indemnites"), do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; 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 the Event.

### INDEMNITY AND RELEASE

4. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:  
(a) I AGREE TO INDEMNIFY AND WILL KEEP INDEMNIFIED to the full extent permitted by law the Indemnites and each of them in the following manner:  
(i) that I participate in the Meeting at my sole risk and responsibility;  
(ii) that I accept the Venue as it stands with all or any defects hidden or exposed;  
(iii) that I indemnify and hold harmless the Indemnites, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.  
(b) I AGREE TO RELEASE to the full extent permitted by law the Indemnities from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.  
5. 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.  
6. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### MEDICAL

7. 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 ability to participate. I accept the Indemnites will continue to rely upon this declaration as evidence of my fitness and ability to participate.  
8. I acknowledge and agree that if required, the Indemnites (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnites and agree to meet all costs associated with such action.  
9. Should I receive medical advice or treatment during the Event, including at the Medical Centre, I hereby consent to the relevant information being disclosed to MA or my SCB (including without limitation the Chief Medical Officer) and to ensure my ongoing care and in the interests of public safety at the Event. I understand that I may gain access to my medical information held by MA, by contacting my SCB.

### PRIVACY

10. I hereby consent to the collection of my personal information by my SCB and MA in connection with my involvement at the Event and the use and disclosure of my personal information by my SCB and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information by contacting my SCB or MA. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

### POLICIES AND REGULATIONS

11. I acknowledge 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 and my SCB as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.  
12. 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 Drug Testing Agency (ASDA) is in accordance with the Australian Sports Drug Agency Regulations 1999 (Cth). This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

### EXECUTION

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

14. NAME (PRINT)..... RIDER'S SIGNATURE:..... DATE: .....

### THIRD PARTY INDEMNITY WHERE APPLICANT IS UNDER 18 YEARS OF AGE

15. 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, dangers and obligations set out in Clause 2 above;  
(d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA and my SCB, including, without limitation, the MA anti-doping policy;

16. IN CONSIDERATION of the applicant being accepted as an entrant I/WE HEREBY INDEMNIFY AND RELEASE the Indemnities 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 declaration.

PARENT SIGNATURE: .....

DATE: .....

- SCHEDULE 1
- |   |                                  |
|---|----------------------------------|
| 1) FEDERATION INTERNATIONALE MOTORCYCLISTE  | (International Controlling Body) |
| 2) MOTORCYCLING AUSTRALIA   | (National Controlling Body)      |
| 3) MOTORCYCLING WA  | (State Controlling Body)         |
| 4) BSAHDMCC   | .....(Promoter)                  |
| 5) SHIRE OF SWAN  | .....(Land Owner)                |
| 6) 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 |                                  |
| 7) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.   |                                  |

**CLUB RULES**

- All riders must hold a current MWA Licence
- The main gate must be kept locked at all times.
- Members are not permitted to bring non-member riders to the track.
- Members must respect the direction of all officials and other members, as they have your best interests in mind.
- Members shall not practice or compete if under the influence of alcohol, drugs or suffering any injury or illness that may impair performance, concentration or safe participation.
- Dumping of rubbish is prohibited, please take your old tyres, fuel cans and rubbish away with you.
- No dogs are permitted at the track.

**PRACTICE RULES**

- No member will be issued with a key for practice unless that member has attended and passed an MWA officials accreditation course and obtained Operational Official Level 1 or higher.
- During practice there must be one official to supervise a maximum of 5 riders. A supervising official **CANNOT BE A RIDER.**
- Riders and officials must sign the sign on sheet, located at track every time practice is undertaken.
- Practice is only permitted on gazetted non competitive practice days.
- Practice Times strictly 9am to 4.30pm (Fridays & Wednesday practice to 6pm) Daylight Savings 9am to 5.30pm (Fridays & Wednesday until 6.30)
- Any incident requiring medical treatment must be reported immediately to MWA.
- It is your responsibility to check the track for damage, debris or any danger to yourself or your machine prior to riding.
- Riding is permitted on the track only.
- Riders are not to cut across the infield.
- All riders must return to the pits via the pit return, the entrance to which is around the first bend past the start/finish line on the right hand side.
- Before practicing, riders must check who is currently using the track. Seniors and juniors must not ride together. Two wheelers and Quads must not ride together.
- Junior riders must not be left at the track unsupervised.
- All participants must wear helmets, clothing, gloves and other safety gear strictly in accordance with the Manual of Motorcycle Sport.

If you notice any damage to the track or fencing, you must report it to Cameron Mablesen 9249 5735 immediately. Any breach of these rules will result in instant termination of membership

***I acknowledge having read, signed and understood the rider contract on the reverse side of the club membership application.***

**PRINT NAME** .....

**KEY NO** .....

**SIGNATURE OF MEMBER** .....

**DATE** .....