



## SUPPLEMENTARY REGULATIONS

# BSA CUP & HARLEY DAVIDSON SCRAMBLE

EVENT: BSA CUP & HD SCRAMBLE 2010  
DATE: SUNDAY 31<sup>st</sup> July 2011  
VENUE: NOBLE FALLS CIRCUIT- CORNER OF TOODYAY & ASPEN ROADS,  
GIDGEGANNUP

M.A. PERMIT NO: TBA TRACK LICENCE NO: 7179

### INDEMNITY

MOTORCYCLING RACING IS A DANGEROUS SPORT AND CAN RESULT IN INJURY TO  
COMPETITORS AND DAMAGE TO MACHINERY

These supplementary Regulations and attached entry form are important documents, which affect your legal rights and obligations. Read these documents carefully and do not sign the entry form for this competition unless you are completely satisfied that you understand the contents and agree to be bound by them.

### OFFICIALS

Officials are appointed with the approval of MWA. Control will be under the Clerk of Course with the supervision from the Steward of the meeting who reserves the right to alter postpone or cancel all or part of the event program if required without notice.

Clerk of Course –	Graham Collis
Steward –	Trevor Newman
Machine Examiner –	Kim Read
Race Secretary –	Debbie Robertson
First Aid –	St Johns Ambulance

### 1. ANNOUNCEMENT & JURISDICTION

The BSA-Harley Davidson Club of WA Inc. will conduct an open for solo and quad machines under the General Competition Rules of Motorcycling Australia, and these Supplementary Regulations and any additions or amendments approved by Steward on Sunday 31<sup>st</sup> July 2011

### 2. VENUE

The course is situated at NOBLE FALLS CIRCUIT- CORNER OF TOODYAY & ASPEN ROADS, GIDGEGANNUP  
The course is approximately 1.8 kilometres per lap, with a minimum width of 6 metres, to be defined with markers as may be deemed necessary.

### 3. ENTRIES

SEND ENTRIES TO:	THE RACE SECRETARY	ENTRIES CLOSE:
	BSA & HD MC	Monday 18 <sup>th</sup> July
	PO BOX 1980	
	MIDLAND WA 6936	

### ENTRY FEES

SENIOR solo/quad	\$60-00
Transponders If applicable (MWA compulsory \$12.50)	<b>\$12.50</b>

Transponder brackets can be purchased at the venue on the day of competition.

**NOTE: ENTRY WILL NOT BE ACCEPTED UNLESS ACCOMPANIED BY A STAMPED, SELF ADDRESSED ENVELOPE FOR THE RETURN OF PASSES**

Competitors and mechanics will be required to present passes at the entry gate to gain access to the circuit. If entry passes are not presented full entry cost must be paid before access to the circuit will be allowed. Passes are only valid for entry until 10:00am on the day. If competitors/mechanics paid to enter because passes were not presented and require a refund, the passes they were issued must be presented within 7 days of the event and the entry cost will be refunded. Passes are numbered and align to each competitor if the incorrect passes are sent back the entry money will not be refunded.

#### **ENTRY CONDITIONS**

All entries must be correctly submitted on the entry form stating the correct capacity and grade. The entry form and indemnity clauses must be signed. Competitors must be able to produce proof of current club membership. Club membership cards or receipts must be presented with the competition license at machine examination for inspection. Incomplete, late entries or entries without fee included will not be accepted and will be returned to the entrant. Interstate riders must include with their entry, documentation proof of their current grading from their SCB. The promoters reserve the right to refuse an unacceptable entry

#### **4. RACE CONDITIONS**

The promoter reserves the right to postpone, cancel or change the program if necessary with approval of the Steward prior to the meeting or with permission from the Steward on the day of the meeting. Control will be under the Clerk of Course, supervision from the Steward whose interpretation of the rules shall be binding and final.

##### **4.1 START / FINISH METHOD**

Riders are not permitted on the start grid until authorised by the officials.

GRID SELECTION: Heat 1 – Riders to select a peg from the bucket. Peg 1 = first selection of all gates.

Peg 25 = 25<sup>th</sup> gate selection etc.

GRID SELECTION: Remaining Heats – Riders will be select their gate as per the finish order of the previous heat, i.e. 1<sup>st</sup> place = 1<sup>st</sup> selection of all gates, 25<sup>th</sup> place = 25<sup>th</sup> gate selection etc.

##### **4.2 METHOD OF START**

Mass start with engines running. Machines shall be placed on the starting line. The starter will hold up the green flag and from this moment the riders are under his control.

At the completion of 2 minutes the starter will-

- a. Hold up a 15 second board for a full 15 seconds.
- b. At the end of the 15 seconds a 5 second board will be displayed.
- c. The gate will drop between 5 – 10 seconds after the 5-second board is displayed.

##### **4.3 METHOD OF FINISH**

A one (1)-lap board will be displayed to the riders indicating when one lap remains. The finish line is at the top of the straight in front of timing tower. The chequered flag is displayed to signal the race completion.

#### **5. MACHINE EXAMINATION**

At each event all machines entered in the competition are to be successfully passed through machine examination prior to taking part in official activities. Competitors are to present themselves with their MA license, Club Membership Cards and full riding attire for inspection.

Examination will commence at 6.30 am and finish at 8.30 am

All machines must have MA racing numbers on the front and side plates. **NOTE: IF RACING NUMBERS ARE NOT CLEARLY DISPLAYED, MACHINES MAY BE INELIGIBLE TO RACE**

ALL MACHINES MUST CONFORM TO THE GENERAL COMPETITION RULES. Machines may be measured; bore and stroke, and fuel samples taken at random. The steward will be responsible for the decision to measure machines on the day. Any machine may be measured at the request of the steward or under protest. It is a condition of entry that all cost will be borne by the entrant for machines measured under the instruction of the Steward.

All machines MUST display an MWA decal on the front number plate which will be supplied.

#### **6. NOISE TESTING**

To ensure compliance with GCRs and local environment regulations regular noise testing will be conducted at Motorcycling WA events.

Machines may be tested for noise at this event. The stroke of your machine must be supplied on the attached entry form. Failure to supply the stroke of your machine if required to be noised tested, may result in exclusion from this event.

Please ensure your machine has a properly packed muffler and all after market exhausts meet the maximum noise levels as per GCR regulations

## 7. TRANSPONDERS

Transponders will be compulsory at this meeting.

Transponders can be purchased through MWA, or hired for \$15.00 per day.

It is compulsory to have purchased and fitted a transponder bracket prior to this meeting.

Condition of entry:

.When a transponder is transferred to the competitor, it is the competitor's responsibility for any repairs or replacement cost of the transmitter if damaged or lost.

. It is the competitor's responsibility to ensure the transponder is mounted correctly, and securely to prevent damage from fouling other components on the machine.

. It is the competitor's responsibility transponders are returned in good condition at the end of the event, or if due to machine failure or injury before the machine leaves the pit area. **Competitors WILL be fined \$50 for not returning transponders on the day.**

. Transponders must be returned to the designated person as advised at the riders briefing.

. For transponders not returned on the same day, or not returned to the designated person, in addition to the \$50 fee, the hirer is responsible for the transponder until it arrives back at the MWA office. This includes while in transit with Australia Post and by Courier. No excuse will be entertained for non-delivery. It is recommended transponders be hand-delivered.

. Transponders must be fitted for all practice sessions.

NOTE: The onus is on guardian/rider to ensure transponders are on machines prior to each event.

## 8. RIDERS MEETING

Riders meeting at 8.45am **ALL RIDERS MUST ATTEND,**

Practice will commence at 9am

First race at 10.00am

## 9. PRACTICE

Practice for all classes will be 4 laps. Riders will only have 1 practice each except for those riding two (2) separate capacity machines. The order of practice for each class will be as follows.

- 1) Clubman Lite (40 entrants max)
- 2) Pro/Inter Lite (40 entrants max)
- 3) Clubman Open (40 entrants max)
- 4) Pro/Inter Open (40 entrants max)
- 5) Veterans all capacities (max entrants 40)
- 6) Ladies Class (max entrants 40)
- 7) Quads all capacities (max entrants 20)

Practice starts, will only be permitted during official practice, however no practice starts will be permitted after the last lapboard is displayed. Riders must leave the track via the pit return or as directed by the Clerk of Course.

## 10. CHANGE OF MACHINE

Change of machine is permitted as per the GCRs on the condition that notification must be in the hands of the Clerk of Course at least 10 minutes prior to the race in which the substitution is to be made, and no further, that the replacement machine must have been correctly entered, examined and passed at machine examination.

## 11. MECHANICS AREA

This is the only area where mechanics can get trackside to signal their riders and if necessary assist with mechanical problems without being penalised. Change of goggles/gloves is permitted in this area only.

## 12. ABSENTEEISM AND MALINGERING

In accordance with GCRs any rider who enters for any competition and who fails to be present at the start must advise either the Steward or MWA of the scratching and submit a reasonable explanation or a penalty may be imposed by MWA.

### **13. PITS**

"Closed pits" will be in operation at this event. Competitors are to comply with the requests of the host club as to parking and machine scrutineering. Competitors are to push their machines to and from the start marshalling area.

The BSA & HD club has installed a wash bay area for the rider's convenience. There will be **no washing of bikes in the pit area**, washing of bikes will only take place in the wash bay area provided.

- STRICTLY NO ALCOHOL IN THE PITS
- STRICTLY NO SMOKING IN PITS
- CLOSED IN SHOES MUST BE WORN IN THE PITS
- NO DOGS ALLOWED
- COMPETITORS ARE RESPONSIBLE FOR THEIR OWN CONDUCT AS WELL AS THE CONDUCT OF ANY PERSON OR PERSONS ASSOCIATED WITH THEM.

### **14. FIRST AID**

First Aid, which is provided by ST JOHNS, will be in attendance at NOBLE FALLS during the day. It is a condition of entry that first aid must be accepted wherever deemed necessary by the attending first aid personnel. The Steward of the day has the right to refuse racing of a rider if first aid requirements are not adhered to.

### **15. RESERVATION**

The BSA-HD Club reserves the right to postpone, alter, or cancel all or part of the program, with the approval of the MA Steward.

If a class is withdrawn due to lack of sufficient entries, the prize money for that class will also be withdrawn and not re-allocated.

### **16. INDEMNITY**

The signing of an entry form by the competitor, relieves the promoting club of any/all responsibility and signifies the competitor's acceptance of all liability, for damage to machine or rider, indemnifying the BSA-Harley Davidson Motorcycle Club of WA inc, Motorcycling Australia and Motorcycling WA, against any or all civil and/or criminal matters that may arise from the competition.

### **17. INSURANCE**

The national personal accident policy provides basic cover for death and permanent disablement. Additional insurances including ambulance insurances are the responsibility of the individuals. **IT IS STRONGLY RECOMMENDED COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE.**

### **18. NO HASSLE POLICY**

Any rider or entrant or person associated with the rider or entrant shall conduct themselves in an orderly manner. A rider shall be responsible for his own conduct and that of any person with whom he is associated. Anyone who abuses or threatens or physically any official or any other person present at the event shall be deemed to be in breach of this rule.

The Steward for a breach of this rule may impose penalties on the day of this meeting i.e. Reprimand or warning, fine, expulsion from the meeting. **ALL BREACHES WILL BE REPORTED TO MWA FOR POSSIBLE FURTHER ACTION.**

### **19. DRUG TESTING**

All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any of these events in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency. If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506

### **20. FLAGS**

**Riders may be required to supply a flag marshals on the day and will be notified by mail prior to the event. All flag marshals are to present themselves to the OC of flags prior to the riders meeting to sign on and receive**

**instructions. The Steward/s of the meeting reserve the right to withdraw any rider who fails to supply their nominated person as required.**

## **21. RIGHT TO USE IMAGE**

It is a condition of entry that consent is given by the entrant/rider and/or parent/guardian for all photographs and electronic images (including moving images) that may be taken during the event by or on behalf of the promoter, or with permission of the promoter. All such images are the property of the Promoter and will only be used in accordance with the Motorcycling Australia Member Protection Policy and for the purposes of promotional or other purposes without further consent being required

## **22. PRIZE MONEY**

Prize money will be paid to all grades of solo separately, up to 5<sup>th</sup> place (subject to number of entrants) and quads up to 3<sup>rd</sup> place subject to number of entrants.

Final points will not be inclusive of the feature race results

**Harley Scramble** feature race prize money will be paid to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place outright in pro class and 1<sup>st</sup> place for both Intermediate and Clubman classes.

Final Feature race **BSA Cup**, prize money will be paid to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> outright in Pro Class and 1st place for both Intermediate and Clubman classes.

75% of entry fee will be paid as prize money.

## **23. TIME SCHEDULE**

MACHINE EXAMINATION	6.30 AM – 8.30 AM
PITS CLOSED	8.30 AM
RIDERS MEETING	8.45 AM
PRACTICE	9.00 AM
FIRST RACE	10.00 AM
LUNCH BREAK	12.00 PM 30 mins

PRESENTATIONS FOLLOWING FINAL EVENT

## **24. PROPOSED RACE FORMAT**

Subject to change according to entries received.

All pro riders are eligible and shall be nominated before the lunch break for both feature races (Harley Scramble & BSA Cup). To make up the balance of the gate the fastest competitors from the Intermediate and Clubman classes will be nominated by the timing team.

If there are more than 40 pro riders, the 40 riders will be chosen from the fastest lap times of the day. If less than 40 riders nominate, places will be available to other competitors, fastest riders given first preference.

**Lap times and places will be displayed on wall of machine examiners shed.**

	<u>RACE FORMAT</u>	<u>LAPS</u>
1. Clubman lite	up to 250cc 2 stroke – 250cc 4 stroke	5
2. Pro/Intermediate lite	up to 250cc 2 stroke – 250cc 4 stroke	5
3. Clubman open	over 250cc 2 stroke & over 255cc 4/stroke	5
4. Pro/Intermediate open	over 250cc 2 stroke & over 255cc 4/stroke	5
5. Veterans	All capacities	5

6. Ladies	All capacities	4
7. Quads	All capacities	5

**LUNCH BREAK – 30 MINUTES**

8. <b>2009 Harley Scramble</b>	<b>Qualifying riders</b>	<b>10</b>
9. Clubman lite	up to 250cc 2 stroke – 250cc 4 stroke	5
10. Pro/Intermediate lite	up to 250cc 2 stroke – 250cc 4 stroke	5
11. Clubman open	over 250cc 2 stroke & over 255cc 4/stroke	5
12. Pro/Intermediate open	over 250cc 2 stroke & over 255cc 4/stroke	5
13. Veterans	All capacity	5
14. Ladies	All capacity	4
15. Quads	All capacity	5
16. Clubman lite	up to 250cc 2 stroke – 250cc 4 stroke	5
17. Pro/Intermediate lite	up to 250cc 2 stroke – 250cc 4 stroke	5
18. Clubman open	over 250cc 2 stroke & over 255cc 4/stroke	5
19. Pro/Intermediate open	over 250cc 2 stroke & over 255cc 4/stroke	5
20. Veterans	All capacity	5
21. Ladies	All capacity	4
22. Quads	All capacity	5
23. <b>2009 BSA cup</b>	<b>Qualifying riders</b>	<b>15</b>

**BSA Cup format is 3 x 5 laps with 5 minutes break between races with time starting from when 1<sup>st</sup> rider crosses finish line, returning to starting gates ready for next round. When 5 minutes have elapsed, the next round starts.**

24. **PRESENTATIONS (Please support your riders and attend)**



**BSA HD Motorcycle Club  
OFFICIAL ENTRY FORM  
BSA CUP & HARLEY SCRAMBLE  
SUNDAY 31<sup>st</sup> July 2011**

MA LICENCE NO.	LICENCE EXPIRY DATE	RACING NO	MWA GRADING

RIDER'S NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ADDRESS \_\_\_\_\_

POSTCODE \_\_\_\_\_ PHONE \_\_\_\_\_

CLUB \_\_\_\_\_ EXPIRY DATE OF CLUB MEMBERSHIP \_\_\_\_ / \_\_\_\_ / \_\_\_\_

RIDER'S SPONSORS (Listing in the programme will be at the promoter's discretion)

\_\_\_\_\_

**ENTRY FEES: \$60.00 IS PAYABLE FOR EACH CLASS ENTERED**

**SEND YOUR ENTRY TO: BSA-HARLEY DAVIDSON CLUB  
PO BOX 1980  
MIDLAND WA 6936**

**MAKE CHEQUE/MONEY ORDER PAYABLE TO BSA-HDMC  
ENCLOSE SELF ADDRESSED STAMPED ENVELOPE FOR PASSES  
PASSES MUST BE SHOWN AT GATE OR GATE FEES WILL APPLY TO ALL INCLUDING RIDERS**

**I WISH TO ENTER THE FOLLOWING CLASSES: (REFER TO SUPPLEMENTARY REGULATIONS FOR DEFINITION):**

CAPACITY/CLASS	ENTRY FEE	MAKE OF MACHINE	GRADE: PRO/ INTERMEDIATE OR CLUBMAN	ENTRY PAYABLE
up to 250cc 2 stroke – 250cc 4 stroke (Lites)	\$60-00			\$
over 250cc 2 stroke & over 255cc 4/stroke (Open)	\$60-00			\$
<b>Ladies</b>	<b>\$60-00</b>			\$
VETERANS (all capacities)	\$60-00			\$
QUADS (all capacities)	\$60.00			\$
<b>TRANSPONDER HIRE IF APPLICABLE (MWA compulsory \$12.50)</b>				<b>\$ 12.50</b>
Transponder Number (if applicable)				
<b>TOTAL AMOUNT PAYABLE &amp; ENCLOSED</b>				<b>\$</b>

If you do not provide an ABN or declare the sport as a hobby, the Promoter may withhold 48.5% of prize money over \$50.00, which is otherwise payable to you.

Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prize money is paid to you

- I am a professional rider and my ABN is \_\_\_\_\_  
Or  
 Motorcycle Sport is my hobby, which is the reason I am not quoting an ABN

**PLEASE READ AND SIGN THE REVERSE SIDE OF THIS FORM. YOUR ENTRY WILL NOT BE ACCEPTED UNLESS THE FORM IS SIGNED AND COMPLETED IN THE CORRECT MANNER**

**PARTICIPATE DECLARATION**  
**CONTRACT TO PARTICIPATE IN THE BSA Cup & Harley Scramble**

**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 .....  
HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

**DEFINITIONS**

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

**ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS**

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

**WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)**

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

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

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

(Recreational Services) Regulations 2004. For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

**INDEMNITY AND RELEASE GIVEN TO ORGANISERS**

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

**MEDICAL**

8. I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
9. I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

**PRIVACY**

10. I hereby consent to the collection of my personal information by the BSAHDMC, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by BSAHDMCC and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by BSAHDMCC by contacting BSAHDMCC at PO BOX 1980 Midland WA 6936 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

**PERSONAL HEALTH INFORMATION**

11. I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

- a) I ACKNOWLEDGE that:
  - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;

- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

**POLICIES AND REGULATIONS**

12. I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

**EXECUTION**

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

NAME (PRINT): .....

X

SIGNATURE: ..... DATE: .....

**THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

15. I/WE.....  
being the parents or guardians of the person named on the reverse (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it;
- b) I/we consent to the entrant participating in the Event; AND
- c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
- d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. **IN CONSIDERATION** of the entrant being accepted as a participant in the Meeting **I/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 declaration,

PARENT/GUARDIAN.....

SIGNATURE.....DATE.....

**SCHEDULE 1.**

- 1) Fédération Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Western Australia
- 4) BSAHDMCC
- 5) Noble Falls Circuit Gidgegannup
- 6) Shire of Swan
- 7) Sponsor
- 8) St John Ambulance
- 9) Other
- 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:**

Sunday 31<sup>st</sup> July 2011

**SCHEDULE 3:**

Noble Falls Circuit  
Corner of Toodyay & Aspen Roads,  
Gidgegannup