



2018 Australian Supercross Championships SUPPLEMENTARY REGULATIONS

Round	Event Date	Promoter	Event Venue	MA Permit	IMN
1	15 th September	Scott Bannan Promotions	Jimboomba, QLD	2036	297/33
2	6 th October	Scott Bannan Promotions	Coolum, QLD	2037	297/34
3	13 th October	Troy Bayliss Events	Geelong, VIC	2038	297/35
4	20 th October	Troy Bayliss Events	Port Adelaide, SA	2039	297/36
5	10 th November	AUS-X Open Sydney Pty Ltd	Qudos Bank Arena, Olympic Park, NSW	2040	297/37

MA Series Official:

Series Steward: Shane Fraser

Series Commercial Rights: Aus SX Holdings Pty Ltd

Motor-Sport Manager: Kevin Williams - wem1@me.com - 0417318829

Promoters

Rounds 1 & 2

Promoter: Scott Bannan Promotions

Event Manager: Paul Demicoli - 0409411109

Clerk of Course: John Walker

Race Secretary: Shannon Reimann - sxracesec@gmail.com

Round 3 & 4

Promoter: Troy Bayliss Events

Event Manager: Mark Peterson - mark@troybaylisseevents.com.au

Clerk of Course: Mark Hancock

Race Secretary: Margaret Davenport - wem@bigpond.net.au

Round 5

Promoter: AUS-X Open Sydney Pty Ltd

Event Manager: Kevin Williams - 0417318829

Clerk of Course: Mark Hancock

Race Secretary: Margaret Davenport - wem@bigpond.net.au

EVENT WEBSITE:

www.australiansupercross.com.au

1. Announcement

Aus SX Holdings Pty Ltd, Scott Bannan Promotions, Troy Bayliss Events, Aus-X Open Sydney Pty Ltd hereafter called the promoters will conduct the 2018 Australian Supercross Championships (ASX) for:

SX1, SX2, Junior Lites (100-150cc 2 stroke/200-250cc 4 stroke) 13 to under 16 years, Junior 85cc 2 stroke/150cc 4 stroke 12 years to under 16yrs at the venues listed on page 1 of this document.

Both Junior class will be included for Sydney and they will ride on the Friday night. To be eligible for Sydney, riders must be inside the top 15 of the points of the championship.

2. Jurisdiction

The above-mentioned meeting has been authorized by Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit & International Meeting Numbers listed on page 1 of these regulations and is open to holders of current Motorcycling Australia Senior National, Junior National Licenses and One Event National Licences. **(All competitors MUST be Supercross endorsed)**. Junior Riders must produce their log book. Riders with licenses issued by other Federations and an FIM licensee are eligible to enter, provided they have a start permission from their Federation and have insurance to FIM standard.

The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Manual of Motorcycle Sport (MoMS), these supplementary regulations, and any final instructions approved by MA. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. Event Officials

The following officials will be overseeing the meeting:

Round:		Officials Rd 1,2,		Officials Rd 3,4 & 5	
Series Steward	Shane Fraser	Race Secretary	Shannon Reimann	Race Secretary	Margaret Davenport
		Clerk of Course	John Walker	Clerk of Course	Mark Hancock

4. Entries

Entries are now open for rounds follow through the links at: www.australiansupercross.com.au. Final instructions will be available here prior to each round. The promoter has the right to refuse entry to any rider.

Entries close 7pm on the following dates:

Round:	Entry Close Date:
1	7 th September
2	28 th September
3	5 th October
4	12 th October
5	2 nd November

In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter if such retention is approved by MA.

Entry fees will only be refunded if a rider informs the promoter in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event. The promoter reserves the right to deduct an administration fee from any such refund if this is approved by MA.

5. Entry Fee

Class	Price
SX1 – 122cc to 450cc 2 or 4 Stroke	\$285
SX2 – up to 250cc 2 or 4 Stroke	\$285
Junior Classes	\$50

6. Entry Passes

Series passes: Teams will be issued series passes for all essential staff, teams must fill in the separate teams registration form, and the approval of passes will be at the discretion of the Aus-SX Holdings Pty Ltd (all team personnel who need track access must have a MA Crew/or Senior National License (no exceptions).

Each promoter will issue passes as follows: 1 rider and 1 mechanics pass, all personnel requesting track access must hold a National Competition or Crew License.

Additional passes may be available from the individual promoters. Refer to the final instructions for further details.

Each person issued with a promoter's pass or admission ticket must abide by the terms and conditions set out by the promoter and must have signed the appropriate indemnities prior to gaining venue access. All passes issued by the promoter or series remain the property of the promoter and may be withdrawn at any time.

7. Insurance

National Personal Accident Scheme provides basic cover for death and permanent disability. Ambulance insurance or membership is compulsory for all licensees. It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

8. Medical Services

As per 4.2.9.1e. i) & ii) of the 2018 MoMS a state civil ambulance will be on site. Additionally Racesafe medical team will also be on site at each round. Medical forms must be completed below and passed in at rider sign in at each competitor's 1st round. Any additional medical history that needs to be updated, please advise the medical team.

9. Scrutineering

9.1 Scrutineering

Scrutineering for all competitors will be self-scrutineering as per GCR 11.7.0.2.

9.2 Eligibility

Eligibility checks, including full riding gear spot checks on the dummy grid, can take place at any time during the meeting. **Helmet Removal Systems must be fitted to helmets.**

In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured. If this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this rule will result in automatic exclusion from the event results.

Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will have this process take place at the venue before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this rule will result in automatic exclusion from the events results.

10. Sign-On

Riders must present the self-scrutineering form at sign on with all details completed.

Details of sign-on will be outlined in the final instructions.

Mechanics / Managers wishing to gain track access including start and signal area must have a valid MX Crew License or current Ma License

Riders under the age of 18 MUST have their parent/legal guardian present with them at sign in. If not accompanied by parents, riders must have a guardianship form filled out prior to the event and presented at sign in. The guardian must be over 18 years of age and have ID.

11. Classes of Competition

Australian Championship Classes

SX1	122cc to 450cc 2 or 4 Stroke
SX2	122cc to 250cc, 2 or 4 Stroke
Junior Lites (13 – Under 16)	100 to 150cc 2 Stroke, 200 -250cc 4 Stroke
Junior 85/150 (12 to Under 16)	85cc 2 Stroke/150cc 4 Stroke

12. Entries to Constitute a Class

12.1 Constitute a Class

To constitute a class for the purpose of gaining championship status, the number of contestants entered and competing in each class shall be ten (10).

12.2 Insufficient Entries

Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the promoter, subject to MA's approval.

13. Points Scoring

Outdoor Points Score (Rounds 1 to 4)

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	19 th	20 th
25	22	20	18	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1

Approved as per GCR 11.16.13.2

Indoor Points Score (Round 5)

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
25	22	20	18	16	15	14	13	12	11	10	9

14. Starts

All starts will be made with a self-penalizing, mechanical, backward falling gate. Indoor will be a maximum of 12 gates outdoors maximum of 20 gates. Jumping or fouling the gate may result in a time penalty or exclusion, or both at the discretion Clerk of Course.

15. Race Format Outdoor * (Rounds 1 & 2)

Class	Practice	Qualifying	Heats	LCQ	Final
SX1	15 minutes	15 minutes	8 laps	6 laps	20 laps
SX2	15 minutes	15 minutes	7 laps	5 laps	15 laps
Junior Lites	10 minutes	10 minutes			3 x 7 laps
Junior 85/150	10 minutes	10 minutes			3 x 7 laps

SX1 & SX2 Classes

Standard Format Round 1 and 2 *

Triple Crown Rounds 3 and 4 * Triple header finals will be 3 x 9 SX1 and 3 x 7 SX2

*Formats Subject to change and will be listed in final instructions.

Class	Practice	Qualifying	Heats	LCQ	Final
SX1	15 minutes	15 minutes	8 laps	6 laps	3 x 9 laps
SX2	15 minutes	15 minutes	7 laps	5 laps	3 x 7 Laps
Junior Lites	10 minutes	10 minutes			3 x 7 laps
Junior 85/150	10 minutes	10 minutes			3 x 7 laps

Practice/Qualifying - Riders will be split into seeded and non-seeded groups (2017 results to be used plus discretion of the Race Officials), thereafter will be from current championship standing.

From Qualifying – Riders will be split into heats, then the top 16 will go into the final with the remainder going to the last chance qualifier.

Last Chance Qualifiers (LCQ) – Outdoors:

The remaining Riders who have not made the final will go to the last chance qualifier, with the top 4 riders then proceeding into the main event. In the event where there is only the gate capacity of riders entered, the LCQ will be dropped and all riders will proceed into the main event.

A maximum of 40 entries will be taken for all championship classes, and a maximum of 20 for the remaining classes.

Any alterations will be advised in the final instructions.

Race Format Indoor

Class	Practice	Qualifying	Heats	LCQ	Final
SX1	6 min	8 min	8 laps	5 laps	3 x 12
SX2	6 min	8 min	8 laps	5 laps	3 x 9

Last Chance Qualifier (LCQ) - Indoors

Following the heats, riders who finished 5th to 10th will go to the LCQ where the top 4 riders will advance to the main.

There will be no promoter's choice or wild cards. Only those who have qualified will make the main event. There will be no exceptions.

Last Chance Qualifiers are subject to change. Any change will be listed in the final instructions.

SX1 will have Superpole of 6 minutes (indoors only)

A maximum of 36 entries will be taken for each class only. Top 20 in the current championship will be given first right of entry, with the following 16 at the promoter's discretion. The top 20 from timed qualifying will move forward into the night program.

16. Event Schedule

The event schedule will be in the final instructions.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be at sign in, times will be in the final instructions with the completion of the meeting for the participant being when the participant has vacated the venue.

17. Series Champions

The series champion for each class will be the rider who has amassed the most points through the series. The runner up will have the second highest number of points and so on. If a tie occurs, the result will be determined as per 11.16.13.4

18. Awards and Prize Money

MA Medallions will be awarded to the top 3 in the Australian championship classes.

The top 15 riders in SX1 & SX2 will receive prize money, as per the schedule below. Each promoter is responsible for the payment of prize money in accordance with GCR 4.2.9.2. & 4.2.94.

Peter Melton Junior Cup: Will be awarded to the winner of both Junior Championships, this is a perpetual trophy in honor of Peter Melton.

Round Prizemoney – (For the indoor rounds - only those who finish the final will receive points)

Place		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th
Amount AUD \$	SX1	2000	1750	1500	1300	1200	1000	800	750	700	650	600	500	450	350	300
Amount AUD \$	SX2	1750	1500	1200	1000	800	700	650	600	550	500	450	400	350	300	250

PAYG

PAYG withholding affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the promoter must withhold 46.5% of prize money over \$50.00 which is otherwise payable to you.

Please see invoice proforma and prize money schedule on series web site, all prize money must be invoiced with 21 days of final results, late payment will be paid at the discretion of the promoter.

19. Presentations

Riders who finish on the podium at each round must attend the presentation, TV interview and media conference (if required).

20. Machines and Riders

All machines entered must comply with the current MoMS for Supercross competition.

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

Change of machine is permitted provided that notice has been given to the Clerk of Course, that the Clerk of Course has approved the change, that the replacement machine has been self-scrutineered in accordance with supplementary regulation 9 and that the correct rider numbers and timing transponder are fitted to the replacement machine.

21. Riding Numbers

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All other numbers will be allocated numbers at the discretion of MA.

All number plates on all machines MUST comply with the MoMS and must not contain any decals or advertising other than the required MA decal and promoter's decal – refer the Supercross website.

21.1 Red Plate

The 2017 ASX Champion will start the series with the red plate. The leader of the 2018 series from thereafter will run the red plate following each round.

22. Grid Positions

22.1 Timed Qualifying

Timed qualifying sessions will be conducted to determine the order in which gates are selected by the rider for the heats.

The fastest rider will be granted first pick for a gate in the second heat. The second fastest qualifier will be granted first gate pick in the first heat, the third fastest qualifier will be granted the second gate pick in the heat two and so on until all qualifying riders are placed in a heat race.

22.2 Gate Pick

Gate pick for the finals will be determined by the fastest heat. The fastest rider from this heat will be granted first gate pick. The fastest rider from the slowest heat will be granted second gate pick, the second fastest rider of the fastest heat will be granted third gate pick in the final and so on until all qualified riders are placed.

23. Riders' Briefing

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

24. Circuit Description

Man-made dirt tracks with multiple jumps, table-tops, stutter and rhythm sections, as per the 2018 MA track standards.

25. Track inspection

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

25.1 Track Dissatisfaction

Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course if those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

26. Facilities

Catering will be available at all venues

27. Noise

Noise testing may take place at any time at the discretion of the Clerk of Course as per GCR 11.22.

28. Anti-Doping Policy

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 the MA website for details.

If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, phone: 1800 020 506. When drug testing takes place, the payment of prize money may be delayed at MA's discretion until the results of the tests are known.

29. Fuel

Please refer to GCR 11.23 & Appendix "C" for fuel information. Fuel for all machines, unless otherwise specified:

- Must be unleaded and no more than 100 RON
- Must contain no additives other than those added at the point of manufacture except for lubricating oils
- Must be readily available from retail petrol pumps within Australia and produced by an oil company for sale in the Australian general transport fuel market. For the avoidance of doubt this means the fuel must be available for sale on demand from a roadside retail bowser outlet at each of at least five separate service stations in each of at least five Australian states or territories.
- MA homologated fuel is allowed.
- Ethanol fuel blends are not permitted.

30. Drug and Alcohol Testing

All competitors, mechanics 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.

31. Code of Behaviour

All competitors, officials and parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au which is a guide to appropriate behaviour at all motorcycle race meetings. These codes of behaviour apply to this meeting and will be enforced.

32. Admission Charges

Ticket prices will vary from round to round for general public and will be announced closer to the events.

33. Fire Extinguishers

All riders must have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area

34. Riders Pits

Outside of Pit Party times, the riders pits will be closed to public, all personnel will require accreditation and wrist bands, during competition times, parking will be at the direction of the Motor Sport Manager. As the area is restricted there will be no large trailer access ie base stations/motor homes, these will be directed to the general car park zone after unloading.

No glass or alcohol is permitted in the Rider's paddock area and enclosed footwear must be worn by all people.

35. Discipline Specific Information

Riders and entrants will be allocated specific space in the team paddock by the promoter. All riders and entrants are required to abide by the requirements of the promoter in this area.

Washing of machines will only be permitted in a communal, drained enclosure. Teams will be able to use their own pressure washers but no washing or use of pressure washers will be permitted outside this area.

The riding of machines in the paddock and pit area will differ between venues and be at the discretion of the Clerk of Course.

The rider hereby grants to the promoter the perpetual worldwide right to use his name, photographs, likenesses, image and biography to advertise and promote the series and future Supercross Series and to film and photograph the rider's participation in the series and to use and exploit any such film and/or photographs without restriction in perpetuity throughout the world.

The rider acknowledges that the promoter, sponsors and/or associated entities, may use the rider's image and likeness.

Riders, teams and entrants are required to cooperate with the TV production crew and their requirements for "background" footage.

By undertaking to enter any round of the series, the rider agrees to relinquish any claim or right to the television broadcast or any other material related to that broadcast.

No competitor, entrant, rider or team member will be permitted to access the television OB van or gain access to race footage directly from the broadcaster, without obtaining the express written permission of the Promoters Operations Manager. Any filming or photographs or any other means of recording images at a meeting by any rider is strictly forbidden unless with the prior express written permission of the Promoters Operations Manager.

Riders recognise sponsors of teams, race meetings and the series as well as sponsors supporting in any way the series or the promoters are essential for the commercial viability of the Supercross Series. Neither the teams nor their respective members or related entities will do or say anything which is reasonably construed as being unfairly prejudicial, unreasonably critical or malicious regarding any sponsor or of any sponsor's products, services or personnel or the series, the promoters, MA or their employees, officers or contractors.

Catering for sponsors and guests is strictly prohibited in the team paddock; such catering may only be conducted from locations approved by the promoter. All catering arrangements are subject to the promoter's prior written approval. The possession of open alcohol in the paddock area is strictly prohibited and fines will apply.

All teams are required to ensure that they comply with local Workplace Health and Safety requirements at any of the promoter's authorised activities and the directions of the promoter's personnel regarding health and safety.

35. Electronic Communications and Social Media

All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at www.ma.org.au, which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

36. Promotional Staff

Approval to have promotional staff must be sought and granted in writing from the promoter.

37. Track Locations

RD 1 – Jimboomba - 105-111 Johanna St, Jimboomba, QLD
RD 2 – Coolum Pines MX Track - Research St, Coolum, QLD
RD 3 – GMHBA Stadium - 370 Moorabool St, South Geelong, VIC
RD 4 – Gillman Speedway - 65 Wilkins Rd, Gilman, SA
RD 5 – Qudos Bank Arena - Edwin Flack Avenue, Olympic Park, NSW

38. Team Registration

For team registration contact Kevin Williams Series Motorsport Manager wem1@me.com 0417318829

MEDICAL INFORMATION FORM

It is important for your care to complete all sections correctly

Rider Details:

Surname: _____ First Name: _____ Date of Birth: _____

Class: _____ Bike No: _____ Team Name: _____

Address: _____ City/town: _____

State: _____ Postcode: _____ Tel: _____ Mob: _____

E-mail: _____

Parent/Guardian (if under 18 years): _____

Emergency Contact Details:

Name: _____ Relationship: _____

Mobile: _____ Contact Tel: _____

Medical Information:

Allergies: _____ Blood Type: _____ Current Medications: _____

GP/Family Doctors Name: _____

Medical History / Hospital Visits in Past 2 Years: _____

Last Surgery (date & details): _____

Last Time of Concussion or Unconsciousness (Knocked Out): _____

Rider's Name (Print): _____ Signature: _____ Date: _____

Parent/Guardian (if under 18 years): _____ Signature: _____ Date: _____

Collection of Personal Health Information:

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

a) I ACKNOWLEDGE that:

- i) If I am injured, become ill or die at or following the Event of the **2018 Australian Supercross Championship** 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 the **2018 Australian Supercross Championship**
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 8(a)(i) above and in the manner set out in clause 8(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; including the **2018 Australian Supercross Championships**
- 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 Racesafe Australia Pty Ltd 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.

2018 Australian Supercross Championship

SCRUTINEERING FORM

COMPLETE AND PRESENT AT SIGN IN

NAME			
CLASS:	BIKE NO:		
BIKE MAKE:	MODEL:	CAPACITY	
	Yes	No	Comments
Helmet			
Spokes -F/B			
Wheel Bearing -F/B			
Tyre / Rim -F/B			
Brakes & Levers -F/B			
Back Numbers			
Helmet Removal System			
No's on 3 sides of bike			
Handlebar & Padding			
Kill Switch			
Foot Rests			
Kick Start			
Self-Closing Throttle			
Exhaust/Silencer			
Chest Protector (Juniors Only)			
MX Boots			
Gloves & Goggles			
Front plate header			
I hereby declare that I will ride with all the above compulsory equipment as presented.			
SIGNED BY Rider/Representative			
DATE	TIME		

CONTRACT TO PARTICIPATE IN THE 2018 AUSTRALIAN SUPERCROSS CHAMPIONSHIPS

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

1. I the undersigned HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycling Activity listed in Schedule 2 (the "Event") at the venue listed at Schedule 3 ("the Venue") on the terms and conditions set out in this document.

DEFINITIONS

2. 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;

"Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.

"State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;

"Motorcycling Organisation" means and includes MA, any SCB and affiliated clubs and where the context so permits, their respective directors, officers, members, servants or agents.

RISK WARNING

3. I ACKNOWLEDGE that:

- a. Motorcycle sport is inherently dangerous and that by participating in the Event in any capacity (including as a rider, coach, official, media or spectator) I am exposed to certain risks and dangers and am under certain obligations including but not limited to the following:
 - i. that I may be injured (whether physically or mentally) or killed;
 - ii. that my machinery or equipment may be damaged, lost or destroyed;
 - iii. that other participants 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 Event 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. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the Event.

WAIVER

4. I acknowledge that:

- a. It is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities);
- b. If I sign this Participant Declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form;

- c. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

INDEMNITY AND RELEASE

5. In consideration of the acceptance by me as a participant in the Event, to the full extent permitted by law, I agree as follows:
 - a. To 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 Event;
 - b. To release and indemnify the Indemnitees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and
 - c. To indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with my participation in the Motorcycling Activities;
 - ii. against the Indemnitees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.
- save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Indemnitees.
6. The release and indemnity provided by me in this Participant 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 Event. 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. MA and my SCB 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, 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.

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:
12. I acknowledge that:
 - a. 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;
 - b. 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 Event organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - c. It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with this clause and Clause 13.
13. In consideration of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - a. May collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - b. 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;
 - c. 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.
14. 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

15. I acknowledge, understand and agree that:
 - a. 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 the Event and if I fail to comply with the Motorcycling Organisation's rules and/or directions, I will not be permitted to participate or continue to participate in the Event and no refund will be given.
 - b. All participants are bound by the MA anti-doping policy and I understand I 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



PARTICIPANT DECLARATION

Motorcycling Australia
Suite 125, 9 Hall Street Port Melbourne Vic 3207
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

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.

- b. That such photographs and electronic images are owned by MA and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary; and
- c. To MA using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote MA or the Event.

Motorcycling Activities over which the Motorcycling Organisations or any of them have no control;

GOVERNING LAW

18. The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). I irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the State or Territory in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

RIGHT TO USE IMAGE

- 16. I acknowledge, consent and agree as follows:
 - a. To photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event;

PREVAILING CONDITIONS

- 17. I acknowledge and agree that:
 - a. The Event can and will be affected by the weather which may change without warning;
 - b. There is often an element of the "luck of the prevailing conditions" when undertaking the

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: _____

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ being the parents or guardians of _____ (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;
- c. I/we are aware of the risks set out 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.

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: _____

SCHEDULE 1:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1) Federation Internationale de Motocyclisme 2) Motorcycling Australia Ltd 3) Motorcycling Victoria 4) Motorcycling New South Wales 5) Motorcycling Queensland 6) Motorcycling South Australia 7) Aus SX Holdings Pty Ltd 8) Scott Bannan Promotion 9) Troy Baylis Events Pty Ltd 10) Aus X-Open Sydney Pty Ltd | <ul style="list-style-type: none"> 11) Coolum Pines Sx Track, Coolum QLD 12) 105,111 Johanna Street, Jimboomba 13) GMHBA Stadium Geelong, 370 Moorabool St, South Geelong, VIC 14) Gilman Speedway – 65 Wilkins Road, Gilman SA 15) Qudos Bank Arena, Edwin Flack Avenue, Olympic Park 16) State Ambulance Services 17) Race Safe Medical Services 18) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above. |
|--|---|

SCHEDULE 2:

Meetings Times and Dates as listed on first page and Listed on the relevant MA Permits

SCHEDULE 3:

Venues as per Page 7 – Item 37 (of the sup regs) and as listed on the relevant MA Permits

SCHEDULE 4

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 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 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 to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the 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 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