



PENRITE HATTAH DESERT RACE 2018
6, 7TH AND 8TH JULY 2018
BOONONAR ROAD COLIGNAN



SUPPLEMENTARY REGULATIONS

Conducted under the jurisdiction of Motorcycling Victoria

Motorcycling Victoria permit No: 08670

Promoted by

NORTH WEST VICTORIAN MOTORCYCLE CLUB

Contact Details

For queries regarding your entry and race details, please contact:

Gary Leeson
Race Secretary
North West Victorian Motorcycle Club
PO Box 2277
MILDURA VIC 3502
Tel: 0418 553 568
Email: hattah@northwestvicmcc.com.au
Website: www.northwestvicmcc.com.au

For queries regarding MV licences please contact:

Motorcycling Victoria
PO Box 791
PORT MELBOURNE VIC 3207
Tel: 03 9673 0600
Fax: 03 9673 0620
Email: info@motorcyclingvic.com.au
Website: www.motorcyclingvic.com.au

**THESE SUPPLEMENTARY
REGULATIONS MUST BE READ.**

**PARTICIPANT DECLARATIONS
AND INDEMNITY FORMS MUST
BE SIGNED BY ALL
COMPETITORS INCLUDING ALL
PARENTS/GUARDIANS FOR
JUNIOR ENTRIES**

**THESE FORMS WILL BE
AVAILABLE AT THE SIGN
ON/SCRUTINEERING AREA ON
FRIDAY 6TH JULY 2018.**

1.0 ANNOUNCEMENT

The North West Victorian Motorcycle Club, hereafter called the PROMOTER will conduct an Open Event known as the 2018 Penrite Hattah Desert Race for junior solos on Saturday 7th July 2018 and Senior Solos on Sunday 8th July at Nangiloc and Colignan Farms, Marwood, Nulty and Tartaric P/L properties.

2.0 JURISDICTION

The above mentioned event will be authorised by Motorcycling Victoria which has issued the Motorcycling Australia permit number 08670 and open to holders of current Motorcycling Australia National Competition Licences. The event will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, and any final instructions approved by Motorcycling Victoria.

By entering this event all parties agree to comply with these Rules, Regulations, By-Laws and Instructions. The Promoter reserves the right to reject any entry at their absolute discretion.

3.0 SENIOR OFFICIALS

The following senior officials have been appointed:

| | |
|---------------------------|------------------|
| Steward | Brendan Gledhill |
| Assistant Steward | Murray Follett |
| Clerk of the Course | Geoff Gunn |
| Assistant Clerk of Course | Shannon Moiler |
| Race Secretary | Gary Leeson |
| Assistant Race Secretary | Troy Rothe |

4.0 ENTRIES

4.1 Only senior and junior national licences will be accepted. One event licences will not be considered.

4.2 Online Entries will open on Sunday 29th April 2018 at 9am as per the schedule below, and close when capacities met or finalised.

4.2.1 Juniors Open from 9am – 11am

Seniors Open from 1pm – 4pm

If capacities aren't met, further instructions will be published on the website : www.northwestvicmcc.com.au on available entry times.

4.3 Only entries received on the official website : www.northwestvicmcc.com.au accompanied by the correct fee will be accepted. (Approved Wild Card applicant exempt)

There will be a **CAP** on riders in all classes – Juniors 300 riders all classes combined. Senior Ironman 400 riders all combined. Once the caps are met **NO** further entries will be accepted.

(Approved Wild Card applicant may be included at discretion of 2018 Hattah Desert Race Committee)

4.3.1 The top 3 place getters from the previous year in every class (juniors and seniors) will have automatic inclusion if so desired.

4.3.2 Entry fee:

| | | |
|---------|-------|--|
| Juniors | \$160 | Entry including supply and hire of transponder |
| | \$140 | If using your own MyLaps transponder |

| | | |
|---------|-------|--|
| Seniors | \$350 | Entry including supply and hire of transponder |
| | \$330 | If using your own MyLaps transponder |

| | | |
|--------|-------|--|
| Ladies | \$250 | Entry including supply and hire of transponder |
| | \$230 | If using your own MyLaps transponder |

Payment by PayPal or Credit Card only.

Confirmation of entry including riders name and racing number will be updated regularly on website www.northwestvicmcc.com.au

4.2.3 Wild Card

The 2018 Hattah Desert Race Committee reserves the right to receive and approve an application for a Wild Card entry outside the regulations stated at 4.2 and 4.2.1. Such application must be submitted via the approved Wild Card entry form which can be obtained by contacting the Race Secretary. The Wild Card application is not to be considered an alternate entry process. Any Wild Card entry will only be considered if it is deemed to be overwhelmingly in the best interests of the Hattah Desert Race.

4.4 RIDING NUMBERS

The top 40 senior outright positions from the previous year will be allocated their respective placing number for the 2018 event.

All other senior competitors, please choose a number in your relevant class. If the number is already taken, choose another number and this will be allocated to you. Confirmation will be available on the website www.northwestvicmcc.com.au

Riders must ensure these numbers are clearly visible at all times, including at scrutineering and during the event. If no numbers are displayed on the bike it will not be scrutineered.

Seniors only –

| Class | Number range |
|-----------------------------|--------------|
| Up to 250cc 2 stk | 100 – 199 |
| 251cc and above 2 stk | 200 – 299 |
| Up to 250cc 4 stk | 300 – 399 |
| 251 – 450cc 4 stk | 400 – 499 |
| Over 450cc 4 stk | 500 – 599 |
| Veterans 35 – 44 yrs | 600 – 699 |
| Masters 45 yrs and over | 700 – 799 |
| Under 19 yrs unlimited bike | 800 – 899 |
| Ladies | 50 – 99 |

- 4.5** In the case of postponement or abandonment of the event, all or any part of the entry fee may be retained by the North West Victorian Motorcycle Club, if such retention is approved by Motorcycling Victoria.
- 4.6** **Late entries will not be accepted except for the inclusion of a Wild Card entry which may be considered at any time at the discretion of the Race Secretary and Officials of the Hattah Desert Race Committee.**
- 4.7** **Race Teams wishing to be recognised as an Official Registered Race Team for the 2018 Hattah Desert Race need to apply and be accepted prior to entries opening. Each registered Race Team will have up to 3 registered competitors and the ability to change these competitors up until Thursday the 5th July 2018. Criteria and registration application forms available on the Official Hattah web site. Limited team registrations available.**
- 4.8** **Any rider withdrawing from the event after entries have been finalised will only receive a refund if a valid doctor's certificate is provided. North West Victorian Motorcycle Club will retain 25% per entry administration fee for any refund granted.**

4.9 PRIZE MONIES AND AWARDS

| OUTRIGHT | 1 ST | 2 ND | 3 RD |
|--------------------------|-----------------|-----------------|-----------------|
| | \$5000 | \$3000 | \$1500 |
| LEADER OF EACH LAP | \$100 PER LAP | | |
| WINNER TOP 10 SHOOTOUT | \$1500 | | |
| JUNIORS | NIL | NIL | NIL |
| 65CC 7-U9 | | | |
| 65CC 9-U13 | | | |
| 9-U12 (SMALL WHEEL ONLY) | | | |
| 85CC 2STK & 150CC 4 STK | | | |
| GIRLS 7 – U12 CLASS | | | |
| 12-U16(SML& BIG WHEEL) | | | |
| 85CC 2STK & 150CC 4 STK | | | |

| | | | |
|--|------------|------------|------------|
| 100cc-150cc 2 STK 13-U16 | | | |
| 200CC-2 STK 13-U16 | | | |
| 200CC-250cc 4 STK 13-U16 | | | |
| GIRLS 12 – U16 CLASS | | | |
| | | | |
| SENIORS | 1ST | 2ND | 3RD |
| UP TO 250CC 2 STROKE | \$400 | \$350 | \$250 |
| 251CC & OVER 2 STROKE | \$400 | \$350 | \$250 |
| UP TO 250CC 4 STROKE | \$400 | \$350 | \$250 |
| 251CC - 450CC 4 STROKE | \$400 | \$350 | \$250 |
| OVER 450CC 4 STROKE | \$400 | \$350 | \$250 |
| VETERANS 35-44 YRS AT 01/01/2018 | \$400 | \$350 | \$250 |
| MASTERS 45 & OVER AT 01/01/2018 | \$400 | \$350 | \$250 |
| UNDER 19 YRS AS AT 01/01/18 UNLIMITED ENGINE CC | \$400 | \$350 | \$250 |
| LADIES TENACIOUS WOMEN OF HATTAH | \$300 | \$250 | \$200 |

Juniors will receive a trophy for 1st, 2nd and 3rd place.

Seniors will receive a trophy for 1st, 2nd and 3rd place plus prize money.

Outright will receive a trophy for 1st, 2nd and 3rd place plus prize money.

4.10 GST

The Goods and Services Tax 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 which is otherwise payable to you. Please tick one of the boxes on the online entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

4.11 ENTRIES TO CONSTITUTE A CLASS

To constitute a class, the number of contestants entered and competing in each class shall be 6.

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 North West Victorian Motorcycle Club, subject to Motorcycling Victoria's approval.

4.12 PIT PASSES

Four passes per entrant.

Only one vehicle pit pass per entrant. No exemptions

Vehicle pass must be displayed and affixed to top Right hand portion of the windscreen. **NO STICKER NO ENTRY**

All oversize vehicles require prior arranged specific parking permit and are To park in allocated area only. Permits available from Race Committee upon written request to hattah@northwestvicmcc.com.au Limited spaces Available

INSURANCE

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

4.12.2 Personal Accident Insurance is the responsibility of the individual.

4.12.3 **Current** Ambulance insurance/cover is compulsory. It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

4.13 MEDICAL SERVICES

Rural Ambulance Victoria with MICA Paramedics and Victorian Medical Assistance Team (VMAT) will be in attendance from 8.00 am on Saturday 7th July and from 9.00 am on Sunday 8th July.

4.14 EVENT FORMAT, SCHEDULE AND DESCRIPTION

4.15 CIRCUIT DESCRIPTION

PROLOGUE TRACKS

| | |
|--------------------|-----|
| Junior Small Wheel | 4km |
| Junior Big Wheel | 6km |
| Senior | 6KM |

RACE TRACKS

Race tracks are of natural terrain

| | |
|--------------------|------|
| Junior Small Wheel | 12km |
| Junior Big Wheel | 22km |
| Senior | 38km |

4.16 RACE DURATION

| | |
|--------------------|--------|
| Seniors | 8 laps |
| Ladies | 4 laps |
| Junior Small Wheel | 9 laps |
| Junior Big Wheel | 7 laps |

Or as advised at riders briefing

5.0 SCRUTINEERING

Scrutineering and sign on will take place at Quandong Park Recreation Reserve Red Cliffs on Friday 6th July between 3pm – 8pm. Strictly no bikes to before 2.30pm.

All riders must produce their licences and machines for inspection in person and proper numbers must be affixed to race plates and side covers BEFORE entering the scrutineering area.

All bikes must stay on display at this venue to the public between 3.00pm and 8.00pm and participate in a “Meet and Greet the Riders” evening. Failure to do so may result in being disqualified from the event. There will be trade displays, music, big screen TV, interviews of the 2017 top 10 riders and other entertainment as well as food and beverages available.

PLEASE NOTE this will be the only time for sign on and scrutineering – ***NO EXCEPTIONS***

Machines entered in the competition must have successfully passed a machine examination prior to taking part in prologue or racing. A decal will be placed on the front number plate to indicate that the machine has been successfully examined. Any machine that suffers accident damage during the competition must be re-examined before participating again.

Current competition licences (and log books for juniors) and riding helmet must be presented at scrutineering on Friday night. We must sight your licence or you cannot compete.

5.1 PIT INSTRUCTIONS

5.1.1 **All junior gates will remain locked until 10.00 Thursday 5th July. All senior gates will remain locked until after Top 10 Shootout Saturday 7th July.**

5.1.2 No pit tents are to be erected in junior pits prior to 10.00am Thursday 5th July, or senior pits prior to the completion of the Top 10 Shootout on Saturday 7th July.

The promoter reserves the right to remove any tent that has been erected outside of terms of this regulation.

5.1.3 All competitors will be allocated a 3m frontage only. ***This will be strictly adhered to.***

5.1.4 Only one vehicle pass will be allocated per rider – no exceptions. No vehicles allowed in pit area without authorised pass.

5.1.5 All spectator vehicles are to be parked as directed. No exceptions.

5.1.8 No pushbikes are allowed within the complexes on race days. This includes both spectator and race areas.

- 5.1.9 No alcohol in the pit area.
- 5.1.10 No dogs allowed on the complex as per the GCR's.
- 5.1.11 No fires in the pit area.
- 5.1.12 All machines must comply with the current GCR noise level requirement.
- 5.1.13 No persons under the age of 16 including all babies and infants are permitted in the pit area on Sunday for the senior race. Riders will be strongly penalised for breach of this regulation. Specific family area available upon written request to hattah@northwestvicmcc.com.au**
- 5.1.14 Three pit crew per entrant/team and must be over the age of 16 years. Any breach of this rule will lead to rider disqualification and will be strictly enforced.**
- 5.1.15 Identity bands to be worn by pit crew. Any persons found in pit area without authorised identity band will be ejected from the pit area. Non-compliance with event officials will result in penalties against connected rider/team.**
- 5.1.16 Please respect the property owners and keep pit area tidy by placing rubbish in bins provided.

5.2 EVENT SCHEDULE

SATURDAY 7TH JULY

JUNIORS

| | |
|-----------------|---|
| Gates open | 7.00am |
| Riders briefing | 7.30am |
| Look lap | Immediately after riders briefing |
| Prologue | Commence at the completion of the look lap |
| Racing starts | 12.00pm – Small wheels for 65cc, 80cc to 150cc 4 stk 9-U12 and 85cc – 150cc 4 stk 9 – U12, Girls 7 – U12 |

2.00pm – Big Wheels for 85cc 12 – U16, 85 – 150cc 4
stk 12 – U16, 100 – 150cc, 200cc 2 stk and 200 –
250cc 4 stk, Girls 12 – U16
Presentations At the conclusion of the junior events

SENIORS

Riders briefing 9.15am
Prologue starts 9.30am sharp

5.3 RACE FORMAT

JUNIORS

All junior riders will prologue at the track to determine their starting order. Juniors will prologue in pairs at 20 second intervals. All small wheel juniors will prologue first followed by all big wheel riders. Riders briefing is compulsory and sign on sheets must be signed by the competitor as confirmation of attendance.

SENIORS

Senior and Ladies competitors will prologue **two at a time** at the track to determine the starting order for Sundays race. All riders are to complete prologue or will start at the rear of the field on race day.

Riders briefing is compulsory and sign on sheets must be signed by the competitor as confirmation of attendance.

Senior prologue will be in the following class order:

Top 40 (Outright placings 2017)

Ladies

251 – 450cc 4 stk

Over 450cc 4 stk

Under 19

Up to 250cc 2 stk

251cc and over 2 stk

Veterans

Up to 250 4 stk

Masters

Top 10 Shootout

Note – there will be no look lap for senior competitors

It is up to the competitor to be in their respective prologue classes directly after riders briefing.

Prologue dummy grid is dead engine until entering race chute.

The Event Officials can seed up to 6 competitors to immediately follow the Top 40 prologue if required.

SUNDAY 8TH JULY

| | |
|-----------------|---------------------------------------|
| Gates open | 7.00am |
| Riders briefing | 9.00am |
| Racing starts | 9.30am sharp |
| Presentations | At the conclusion of the senior event |

5.4 DRUG AND OR ALCOHOL TESTING

All competitors and officials are advised that as part the Motorcycling Drug Education Program, drug testing may take place 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 contact the Drugs in Sport Hotline on 1800 020 506.

When drug testing takes place, the payment of prize monies may be delayed at Motorcycling Victoria's discretion until the results of the tests are known.

For the purposes of drug testing and alcohol testing, the commencement of the meeting shall be deemed to be 7.30am at the start of each day with the completion of the meeting for the participant being when the participant has vacated the venue. No smoking in pits.

5.5 CODE OF CONDUCT

All competitors, officials and parents are reminded of the Motorcycling Australia by-law - CODE OF CONDUCT (as stipulated in the GCR's), which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

6 GENERAL NOTES AND CONSIDERATIONS

- 6.1 No camping allowed at the track. This includes Watts Lane. Motels, Hotels and Caravan Parks are plentiful in the surrounding district
- 6.2 Engines to be stopped during refuelling. Rider **MUST** be dismounted from the bike whilst refuelling. Failure to do so will result in disqualification.
- 6.3 Fuel may only be carried in approved containers. Quick fills must have catchments tank on overflow hose. No auxiliary fuel tanks other than factory made will be permitted on bikes. No extra fuel to be carried on bike or rider. Bikes must be refuelled in pit area only.
- 6.4 Riding in pit area other than race chute is to be walking pace at all times.
- 6.5 Riders entering race chute from pit area must give way to riders in race chute
- 6.6 All rider to stop in scoring chute until instructed to go.

- 6.7 Bikes can be push started by two pit crew plus rider only.
- 6.8 If a rider breaks down whilst on track in race time, they must return to the pits under their own power. They can continue around the track (push) but must pass through the lap scorer's chute to be scored. Any rider returned by recovery vehicle may restart their existing lap if bike is able to continue.
- 6.9 Bikes must not leave the course during race.
- 6.10 NO RIDING ON CROP. Any competitor caught on crop side of white markers or cutting corners will be penalised by a time penalty and/or disqualification.
- 6.11 Please advise Clerk of Course as soon as possible if you are not going to finish the race or are seeking medical attention.
- 6.12 The race is not completed until the last competitor has completed the event.
- 6.13 An enviro mat or catch tray must be placed underneath the engine/gearbox and fuel tank of any machine while refuelling or parked in the pit, paddock or work area.
- 6.14 Tear offs on goggles ARE NOT permitted for the Hattah Desert Race.
- 6.15 The riding of motorcycles before or after the meeting on the Hattah Desert Race complex is strictly prohibited.

6.16 No Drones to be flown in or above the complex including all Pits, tracks and carparks. This will be strictly enforced.

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE 2018 HATTAH DESERT RACE 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):

..... **[Insert Name]**

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 Indemnities 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 North West Victorian Motorcycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by North West Victorian Motorcycle Club, 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 North West Victorian Motorcycle Club by contacting North West Victorian Motorcycle Club at PO Box 2277, Mildura, Victoria, 3502 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 Ant-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. 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.

NAME (PRINT):

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 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 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) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) North West Victorian Motorcycle Club
- 5) Nangiloc & Colignan Farms & Tartaric P/L Property & Marwood & Nulty Properties
- 6) Rural Ambulance Victoria
- 7) Victorian Medical Assistance Team
- 8) 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
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

7.00am – 5.00pm – Saturday, 7th July, 2018

8.00am – 5.00pm – Sunday, 8th July, 2018

SCHEDULE 3:

BOONONAR.ROAD.COLIGNAN