



2009 NSW ENDURO CHAMPIONSHIPS

SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2009 NSW ENDURO CHAMPIONSHIPS	RND 1&2- WATAGAN STATE FOREST	RND 1&2- SAT 21 ST & SUN 22 ND MARCH
	RND 3&4 – EAST LYNNE STATE FOREST	RND 3&4 – SAT 11 TH & SUN 12 TH JULY
	RND 5&6 – DUNOG MVRG	RND 5&6 – SAT 29 TH & SUN 30 TH AUGUST
<u>PROMOTER</u>	<u>MA TRACK LICENCE No.</u>	<u>MA PERMIT No.</u>
RND 1&2-CENTRAL COAST DIRT RIDERS	TBA	RND 1&2: 09/19021
RND 3&4 - OYSTER BAY MCC		RND 3&4: 09/19022
RND 5&6 – DUNOG MCC		RND 5&6: 09/19023
<u>RACE SECRETARY</u>	<u>CONTACT No's</u>	<u>CONTACT E-MAILS's</u>
RND 1&2 – ALANA HARTWIG	RND 1&2- 4376 1167	RND 1&2- RODCARTER@OZEMAIL.COM.AU
RND 3&4 – VICKY FLYNN	RND 3&4- 9487 8055	RND 3&4 - RLBRAICO@BIGPOND.NET.AU
RND 5&6 – SANDRA PALMER	RND 5&6- 0408 491 749 (5PM - 8:30PM)	RND 5&6 - TBA
NO CALLS AFTER 8.30PM		
<u>CLERK OF THE COURSE</u>	<u>SCRUITINEER</u>	<u>STEWARD</u>
RND 1&2- STEVE SQUIRES	RND 1&2 –DANNY GRAHAM	RND 1&2 - SANDRA PALMER
RNDS 3,4,5 & 6 – JAN WALDON	RND 3&4 – TBA	RNDS 3,4,5 & 6 – STEVE SQUIRES
	RND 5&6 - TBA	

1 ANNOUNCEMENT:

Central Coast Dirt Riders, Oyster Bay MCC and Dungog MCC hereafter called the Promoters will conduct the 2009 NSW Enduro Championship for senior solo motorcycles at:

- Rnd 1&2 - Watagan Forest MVRG, "The Basin" camping area via Kulnura on Sat 21st & Sun 22nd March
- Rnd 3&4 – East Lynne State Forest MVRG, 10kms north of Batemans Bay on Sat 11th & Sun 12th July
- Rnd 5&6 – Dungog MVRG, Dungog Showground on Sat 29th & Sun 30th August

2 JURISDICTION:

- 2.1 The abovementioned meeting has been authorised by Motorcycling NSW who has issued the Motorcycling Australia *Permit Numbers 09/19021, 09/19022, 09/19023* and is open to holders of current Motorcycling Australia Senior National Competition Licences.
- 2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs), the NSW Enduro Cross Regulations, these Supplementary Regulations, the By-Laws of Motorcycling NSW and any Final Instructions.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3 ENTRIES:

- 3.1 Entries open forthwith and close last mail 8 days before the event.
- 3.2 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 MNSW.
- 3.3 Only entries received on the official Entry Form, that are accompanied by the correct fee, will be accepted.
- 3.4 In order to be entitled to any refund riders and/or entrants must notify the race secretary of any changes and entry withdrawals no later than 5pm on the Thursday prior to the meeting.
- 3.5 Riders who have entered 2 days must notify the race secretary by 5pm on the Thursday prior to the event if they only intend to ride one day in order to be entitled to any refund.

- 3.6 **NOTE: LATE ENTRIES MAY BE ACCEPTED UP TILL 5PM ON THE THURSDAY PRIOR TO THE MEETING AT THE DISCRETION OF THE RACE SECRETARY – ENTRIES RECEIVED AFTER THIS DATE WILL BE REJECTED**

NO ENTRIES ON THE DAY

3.6 **NOTE: THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

4. INSURANCE:

4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.

4.2 Ambulance Insurance is compulsory.

4.3 Personal Accident and Ambulance Insurance is the responsibility of the individual.

4.4 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5. MEDICAL SERVICES:

SUITABLY QUALIFIED FIRST AIDE OFFICERS (eg. ST JOHNS AMBULANCE OFFICERS) WILL BE IN ATTENDANCE from 8:00am till completion of racing.

6. ENTRY FEE:

6.1 Electronic Timing will be used for this meeting - this incurs a hire fee of \$17.00 per rider. As security for the return of the transponder, licences will be collected at sign on and returned at the conclusion of the meeting when transponder returned. Failure to return transponder will incur a replacement cost to a maximum of \$610.00 (plus postage & insurance) payable to the meeting promoter.

SENIOR ENTRY FEES: 2 Days \$130 + \$17 (transponder hire) \$147.00

1 Day \$85 + \$17 (transponder hire) \$102.00

6.2 **LATE ENTRY FEE \$30.00. Entry form and entry fee must be received by closing date or late entry fee will be charged.**

6.3 Payment by Cheque or Money Order ANY FEES FOR DISHONOURD CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.

6.4 Cheques and Money Orders are to be made payable to the respective promoter.

6.5 Final Instructions will be forwarded by e mail or fax – if neither is available please enclose a self addressed stamped envelope for return of final instructions.

7. CLASSES OF COMPETITION:

Championship Classes

Pro Class
E1 - 0 to 175cc 2st & 0 to 250cc 4st
E2 - 176cc to 250cc 2st & 251cc to 450cc 4st
E3 - 251cc and over 2st & 451cc and over 4st
Expert Class
E1 - 0 to 175cc 2st & 0 to 250cc 4st
E2&3 - 176cc and over 2st & 251cc and over 4st
Over 35 's
All Powers

Clubman Classes

Clubman
E1 - 0 to 175cc 2st & 0 to 250cc 4st
E2&3 - 176cc and over 2st & 251cc and over 4st
Women
All Powers
Over 35 's
All Powers
Over 45 's
All Powers

6 AWARDS AND PRIZEMONEY:

9.1 As per Championship Regs. A trophy will be awarded to the 1st, 2nd & 3rd placed rider in each class at each event (ie. Both rounds combined). A trophy will also be awarded to the 1st placed outright rider at each event. Presentation of awards will be made as soon as possible at the close of competition.

10 ENTRIES TO CONSTITUTE A CLASS:

10.1 Six (6) entries will be required to constitute all classes except Pro Classes and Women's Class.

10.2 Should there be insufficient entries in any Class of Competition (except Pro Classes and Women's Class), 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 MNSW approval.

11 RACE FORMAT:

The riders will leave in pairs/threes (depending on rider numbers and track conditions) at no less than 1 minute intervals.

All riders will be competing against the clock. There will be no mass starts.

Time cards will be used and scored as per normal Enduro rules.

Motorcycles will **not** be impounded overnight

Round 1, 2, 3 & 4 – Event will be wholly within State Forest

Round 5 & 6 - Event will start & finish at Dungog Showground.

Round 5 only: Upon the completion of the trail section, there will be a 15 minute work period after which bikes will be impounded prior to a “Final Moto” to be held at Dungog Showground (Saturday PM).

12 MACHINES AND RIDERS:

- 12.1. All machines entered must comply with the current GCRs for Enduro and Reliability Trials and Series Regulations.
- 12.2. Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3. Noise may be tested as per GCR's and at the discretion of the Clerk of Course.
- 12.4. **Motorcycles are required to be registered or have an unregistered vehicle permit issued by the RTA as the course uses public roads.**
- 12.5. **All motorcycles must have a working headlight, tail light & brakelight. All bikes must have a taillight extension.**
- 12.6. **Round 5 & 6 only – all motorcycles must be fitted with 2 mirrors**
- 12.7. Riders are required to hold a current Drivers Licence of a class suitable for use of motorcycles on public roads.

13 RIDING NUMBERS:

- 13.1 Competitors will be allocated their MNSW Registered Riding Number. Riders who do not have a registered number need to register their preferred number with MNSW prior to the event or you will be allocated a number at MNSW discretion.
- 13.2 All Number Plates **AND NUMBERS** on all Machines MUST comply with the GCRs.

14 GRID POSITIONS

Starting will be in “prolog” order for all Championship Riders and by “Prolog” order for Clubman Riders with individuals starting approximately 10-30 seconds apart.

The Clerk of Course reserves the right to seed riders into the start order for the purposes of safety before and during the event.

15 RIDERS BRIEFING:

A Riders Briefing shall be held prior to the commencement of racing and ALL Competitors MUST attend the Riders Briefing. Riders' Briefing Sign On sheets must be signed by the competitor as confirmation of attendance.

16 DRUG AND OR ALCOHOL TESTING:

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

17 CODE OF CONDUCT:

All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in the Manual of Motorcycle Sport), which is a guide to appropriate behaviour at all Motorcycle Race Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

18 TIMETABLE:

SATURDAY		SUNDAY
7:30	Meeting Start	7:00
7:30 - 8:30	Sign on and Scrutineering	7:00 – 7:30 (Sunday riders only)
7:30 – 9:00	Noise Testing	7:00 – 7:30
9:15	Riders Briefing	7:30 (Sunday only riders)
10:00	Start	8:00

Don't be late. There will be no late machine examination. **All competitors are asked to present their bikes, helmet and registration papers at Machine Examination.**

All competitors are asked to present their current competition licence, registration papers and civil licence to sign on. Bikes will be scrutineered to ensure they comply with the current GCR's. Registration papers must be presented at scrutineering.

NB: A NUMBER PLATE IS NOT SUFFICIENT EVIDENCE OF RTA REGISTRATION.

For the purposes of Drug and Alcohol testing, the commencement of the meeting will be deemed to be 7:30am Saturday and 7:00am Sunday with the completion of the meeting for the participant being when the participant has completed their role in the meeting.

19 CIRCUIT DESCRIPTION:

The course will consist of a number of sections varying from easy to moderately-hard terrain with a total of 4.5 to 6 hours riding time each day. The course will be run the same direction on both days.

Round 1, 2, 3 & 4 – Event will be wholly within State Forest

Round 5 & 6 - Event will start & finish at Dungog Showground.

Round 5 only: Upon the completion of the trail section, there will be a 15 minute work period after which bikes will be impounded prior to a “Final Moto” to be held at Dungog Showground (Saturday PM).

20 STARTS –

Riders will be started at no less than 1 minute intervals from 10:00am Saturday and 8:00am Sunday.

Special Tests:

Once under the order of the starters a red light will appear, riders will be given an amber light when there is 5 seconds to go. On the allocated start time, a green light will be given. There shall be no count down other than this to the start time. Riders must cross the start line within 5 seconds or the starter will manually start the rider.

21 NOISE:

All machines must comply with the GCRs and the requirements of the Track Licence. Noise testing may be carried out in accordance with the GCRs, ie **94dB(a)**.

22. GENERAL PENALTIES:

As per the following table:

<u>Summary</u>	<u>C of C</u>	<u>Exclusion</u>	<u>Time Penalty</u>	<u>Monetary Penalty</u>
<u>Failure to attend compulsory briefing</u>	<u>X</u>	<u>Up to exclusion</u>		<u>\$100</u>
<u>Dangerous or reckless speed in Fuel Control</u>	<u>X</u>	<u>Up to exclusion</u>	<u>1 Minute</u>	
<u>Late scrutineering without arrangement</u>	<u>X</u>	<u>Up to exclusion</u>		<u>\$50</u>
<u>Service Crews servicing in non-allowed areas</u>	<u>X</u>	<u>Exclusion</u>		
<u>Failure to use enviro mat when refueling - 1st offence</u>	<u>X</u>			<u>\$50</u>
<u>Failure to use enviro mat when refueling - 2nd offence</u>	<u>X</u>		<u>2mins</u>	<u>\$100</u>
<u>Failure to use enviro mat when refueling - 3rd offence</u>	<u>X</u>	<u>Exclusion</u>		
<u>Failure to dismount prior to refueling</u>	<u>X</u>		<u>1 mins each offence</u>	
<u>Use of tear offs – 1st Offence</u>	<u>X</u>			<u>\$50</u>
<u>Use of tear offs – 2nd Offence</u>	<u>X</u>		<u>2mins</u>	<u>\$100</u>
<u>Use of tear offs – 3rd Offence</u>	<u>X</u>	<u>Exclusion</u>		

23 SPECIAL NOTES AND WARNINGS

- 23.1 **FUEL:** All fuelling is to be carried out in the designated fuel control area. No refuelling outside this area.
- 23.2 **ENVIRONMENT:** As per 2009 GCR's Environmental Mats are required to be used by all riders and service crews. Mats must be used when replenishing all oils and fluids eg. engine oil, gearbox oil, fuel, coolant and chain oil. The use of plastic, rubber, cardboard or carpet will not be acceptable. Mats will be available at a cost of \$5.00 each.
- 23.3 **ENVIRONMENT:** Each rider will be issued with a garbage bag. There will be no rubbish facilities at this event. All riders, service crews etc will be required to remove all their own rubbish from site.
- 23.4 **GRADING AND SCORING:** As per Championship Regulations.
- 23.5 **ACCOMMODATION:** Ample accommodation is available in the surrounding townships of:
Round 1&2: Cooranbong and Morisset
Round 3&4: Batemans Bay
Round 5&6: Dungog
- 23.6 **CAMPING:** Camping will be available at some venues – Please check Final Instructions for details
- 23.7 **A CANTEEN** will be operating all day with plenty of hot and cold food and drink.
- 23.8 **ALL INJURIES** must be reported to the MA Steward or Clerk of the Course.
- 23.9 **A PRESENTATION** will be held on Sunday after each event for both rounds combined.
- 23.10 **NO ENQUIRIES / PHONE CALLS AFTER 8.30PM**

MOTORCYCLING AUSTRALIA LIMITED (“MA”)

DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

1. I/We _____ of _____ are the parent(s) or legal guardian(s) of _____ (“Minor”). The Minor wishes to enter _____ (“Event”) conducted by the parties in schedule 1 below (“Organisers”). I/we consent to the Minor’s entry and participation in the Event.
2. I/We appoint and authorise _____ (“Guardian”) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.
3. I/We acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
 - (a) the Minor may be injured, physically or mentally, and may be killed;
 - (b) the Minor’s machinery or equipment may be damaged, lost or destroyed;
 - (c) other competitors may ride dangerously or with lack of skill;
 - (d) track or event conditions may be hazardous and may vary without warning or predicability;
 - (e) the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;
 - (f) any policy of insurance of or in respect of the Minor’s life or physical or mental health may be voided;
 - (g) there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
 - (h) entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
4. In consideration of the Organiser’s accepting the Minor as an entrant in the Event I/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:
 - (a) that the Minor participates in the race meeting at my/our sole risk and responsibility;
 - (b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
 - (c) that I/We indemnify and hold harmless the Organisers, their respective servants, agents or officials
against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor’s death or any injury loss or damage caused to the Minor or the Minor’s machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. I/We release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor’s participation in the Event.
6. I/We declare that the Minor is medically and physically fit and able to participate in the Event.
7. I/We authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
8. I/We authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

SIGNED and DELIVERED by: _____)
in the presence of: _____)

.....
Witness

Schedule 1: FIM, MA, [relevant SCB], [relevant promoter], [relevant land controller], [relevant sponsor(s)]

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE 2009 NSW Enduro 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 (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:

- "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;
- "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- "MA" means Motorcycling Australia Limited;
- "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- "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:

- 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:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - 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;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- 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;
- to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- 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:
- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - that I participate in the meeting at my sole risk and responsibility;

- that I accept the Venue as it stands with all or any defects hidden or exposed;
- 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 Central Coast Dirt Riders inc, Oyster Bay MCC, Dungog MCC, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Central Coast Dirt Riders inc, Oyster Bay MCC, Dungog MCC 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 Central Coast Dirt Riders inc, Oyster Bay MCC, Dungog MCC, by contacting Central Coast Dirt Riders inc at Central Coast Dirt Riders 18 Resthaven Ave Charmhaven NSW 2263 or MNSW at PO BOX 9172 Harris Park NSW 2150. 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:

- 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;
- 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
- 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:

- may collect and store any of my Information, including obtain my Information from third parties including my Carers;
- 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;

- 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. 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): X.....

SIGNATURE: X..... DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/W/E X
being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") **HEREBY ACKNOWLEDGE:**

- I/we have read the whole of this document and understand it;
- I/we consent to the entrant participating in the Event; AND
- I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
- 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/W/E HEREBY INDEMNIFY AND RELEASE** the Indemnitees in the same manner and to the same effect as if I/W/E were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

PARENT/GUARDIAN: X

SIGNATURE: X DATE:

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling NSW Limited
- Central Coast Dirt Riders, Oyster Bay MCC, Dungog MCC,
- Watagan State Forest, East Lynne State Forest, Dungog Showground, Dungog MVRG
- Forests NSW, Dungog Shire Council, Dungog Showground Trust
- Add Sponsor Here>
- St Johns First Aid
- 9)
- 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:

2009 NSW Enduro Championships

SCHEDULE 3:

Watagan Forest MVRG
East Lynne Forest MVRG
Dungog MVRG