

**Trials Club of Canberra** 

# THE TCC TWO DAY TRIAL

To be held at Top Naas Homestead - Top Naas Road, Tharwa, ACT SATURDAY 4<sup>th</sup> and SUNDAY 5<sup>th</sup> November 2017

# SUPPLEMENTARY REGULATIONS

**MEETING NAME** 

The TCC Two Day Trial

PROMOTER Trials Club of Canberra Inc.

> RACE SECRETARY Bryan Bennett

CLERK OF COURSE Bob McGlinchy <u>VENUE</u>

428 Top Naas Road, Tharwa, ACT, 2620

MA TRACK LICENCE NO. N/A

ADDRESS 37 Willoughby Crescent Gilmore ACT 2905

> SCRUTINEER Mark Walker

# Club of Canberra

APPROVED

DATE

Saturday November 4<sup>th</sup> Sunday November 5<sup>th</sup> **MA PERMIT NO.** 

7 / 17 / 0 / 22313

<u>CONTACT</u> 0406 375 676 trialben49@bigpond.com

> <u>STEWARD</u> David Wynn

### **1. ANNOUNCEMENT:**

Trials Club of Canberra, hereafter called the PROMOTER, will conduct a Two Day National Trial for solo competitors at, 428 Top Naas Road, Tharwa, ACT, 2620 on **Saturday 4<sup>th</sup> and Sunday 5<sup>th</sup> November 2017** 

### 2. JURISDICTION:

2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number **7/17/0/22313** and is open to holders of current Motorcycling Australia National, and Restricted National, Competition Licences.

2.2. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of MNSW 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 must be received by Wednesday 1st November 2017.

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 is accompanied by the correct fee will be accepted.

3.4 Any entry monies paid on the day will be \$200 per rider.

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

4.3 It is strongly recommended that competitors give due consideration to taking out such insurance cover **5.** MEDICAL SERVICES:

5.1 First Aid services will be in attendance. No ambulance.



# 6. ENTRY FEE:

6.1 Senior \$100.00, Junior \$60.00,

Family rates (All living at the same address) additional Adult \$60.00 each, additional Juniors \$30.00 each

- 6.2 Payment by Cheque, Money Order, or EFT deposit
- 6.3 Cheques and Money Orders are to be made payable to Trials Club of Canberra, EFT to the TCC account, BSB: 801 009, Account: 001029444, Name: Trials Club of Canberra
- 6.4 Please add Trial entry and your name as a reference.
- 6.5 Any Fees For Dishonoured Cheques Will Be The Responsibility Of The Entrant

# 7. ENTRY PASSES: N/A

# 8. CLASSES OF COMPETITION:

- 8.1 The event will have sections set for the following rider classes, and appropriate grade lines:
  - Red Line (Red Rider Name Plate, red section splits) Hardest line
  - Yellow Line (Yellow Rider Name Plate, yellow section splits) Challenging line

Blue Line (Blue Rider Name Plate, blue section splits) Enjoyable line

- Clubman Line (White Rider Name Plate no section splits) Fun line for beginners
- 8.2 Your nameplate should be the colour of the line you are entering.
- 8.3 The intention of the Organiser is to put the onus on the rider as to which class they enter.

# 9. AWARDS :

- 9.1 Awards to placegetters in each class dependant on number of competitors.
- 9.2 Additional awards subject to entries received. "Best effort on a Twinshock", etc.

# **10. ENTRIES TO CONSTITUTE A CLASS:**

10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be three (3).

10.2 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, will be at the discretion of the Promoter, subject to MNSW approval.

# **11. RIDING FORMAT:**

11.1The Trial will be run under "TRIAL" rules. GCR 20.11.3.2 in 2017 MoMS

# 11.2 Each day will be a full days ride using the BUDDY SYSTEM.

# Regarding the BUDDY SYSTEM for this event; Please see Point 24.3!

11.3 The number of sections and laps will be confirmed on each day. We intend to set between 25 to 40 sections, and either 1 or 2 laps.

11.4 Clubman and Junior (White nameplate) will ride anywhere within section boundaries, with no splits.

11.5 Scoring will be as per GCR 20.11.3.2 – Trials.

11.6 There will be a Mini Trial for Electric Bikes, and Novice Juniors, on a series of simple sections adjacent to the Control area on each day. This will be for those youngsters whose skills are only developing. The Mini Trial will commence ten minutes after the last Senior pair of riders commence their first lap.

# **12. MACHINES AND RIDERS:**

12.1 All machines entered must comply with the current GCR's for TRIAL Competition.

12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.

12.3 A competitor may finish the trial on a machine other than their own, provided they have first obtained the approval of the MA Steward.

# **13. RIDING NUMBERS:**

13.1 All Nameplates on Machines MUST comply with the GCR rules pertaining to Trials machines. Headlights are not acceptable.



#### **15. RIDERS BRIEFING:**

15.1 A Riders Briefing shall be held prior to the commencement of the Trial on each day.

15.2 ALL Competitors MUST attend the Riders Briefing.

15.3 Riders Briefing Sign on sheets may be used, and must be signed after the Riders Briefing by the Competitor and Minder as proof of attendance.

### 16. DRUG AND OR ALCOHOL TESTING:

16.1 By order of MNSW, 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:**

17.1 All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated on page 275 of the 2017 GCR's) which is a guide to appropriate behaviour at all Motorcycle Competition Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

18.	TIMETABLE: (Also see below –	24) DAY 1	DAY 2	
	Machine Examination	8.30am – 9.15am	8.15am – 8.45am (check only)	
	Rider Briefing	9.15am – 9.30am	8.30am – 8.45am	
	Riding Session 1	first riders leave at 9.45am	first riders leave at 9.00am	
		& finishing from 2.30	& finishing from 2.30pm each day	
	Lunch	riders choice	riders choice	

18.2 Competitors must present their Competition Licence (and log book for Juniors) to the Race Secretary to confirm their entry before the Rider's Briefing.

18.3 While any entry monies received on the day will incur a penalty, all riders entries must be received and processed before the rider's briefing. Riders entries will NOT be accepted after this time.

18.4 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be from the start of scrutineering and the completion of the meeting for the participant being when the participant has vacated the venue Also, this event will be deemed to be finished at the completion of the riding time or 30 minutes after the last rider completes the course.

### **19. COURSE DESCRIPTION:**

**19.1** See Points 11, 15 and 18. Course, Laps and sections will be advised at the Riders Briefing each day of competition

20. STARTS: N/A

21. RACING: N/A

#### 22. NOISE and FUEL:

22.1 All machines must comply with the requirements of the GCR's.

#### 23. PAYG WITHOUT HOLDING:

The Goods and Services Tax affects the payment of prize money. There is no prize money at Trials events

### 24. SPECIAL NOTES AND WARNINGS:

- 24.1 CAMPING; Available Friday, Saturday and Sunday nights!
- 24.2 CATERING; Sausage sizzle available Saturday and Sunday

On-site catering will be courtesy of Naasstock IEM. See this link https://naas-stock.squarespace.com/

Please indicate on your Entry Form if you intend to camp at the venue.



Also if you will be supporting the Naasstock Sausage Sizzle.

24.3 'Buddy System' for this event – Riders will leave in pairs at 2 minute intervals from 9.45am Saturday, 9.00am Sunday and will have 5 ½ hours to complete the loop. There are no Observers. Riding pairs will mark each others card. Fuel and Battery stops will be set if loop exceeds 8 kilometres. If needed, fuel and batteries will be transported to fuel stops by the organisers.

Riding numbers and buddies will be determined by a draw, while family groups, with younger juniors can and will be catered for.

24.4 No bikes to be ridden in the area during the event other than by Competitors and Officials.

- 24.5 No animals permitted. (Guide dogs exempted). Please DO NOT BRING YOUR DOG.
- 24.6 Any change of Entry details on the morning of the Trial will be subject to a \$20 Fee.
- 24.7 The venue will not be open for practice of riding preceding the event.
- 24.8 For local accommodation please google "accommodation Queanbeyan NSW / Canberra ACT"
- 24.9 We intend to run this trial as an end-of-season two day fun trial for everyone.
  - No minders as such. If you have someone who usually rides with you as a minder, let us know on your entry. We'll try to pair you up to ride together, but as two riders.
- 24.10 Please refer to location map below.



42 min (27.6 km) via Tharwa Dr and Naas Rd 41 min without traffic Richardson ACT 2905 Head east on Johnson Dr 37 -At the roundabout, take the 3rd exit and stay on Johnson Dr 1.52 m At the roundabout, take the 1st exit onto Thanwa Dr 3.3 km At the roundabout, take the 1st exit and stay on Tharwa Dr Go through 1 roundabout 1.5 km At the roundabout, take the 2nd exit and stay on Tharwa Dr 6.9 km Slight left onto Naas Rd 11.5 km Turn left onto Top Naas Rd 4.5 km 428 Naas Rd Australian Capital Territory

#### **Trials Club of Canberra**

#### THE TCC TWO DAY TRIAL

# To be held at

## Top Naas Homestead - Top Naas Road, Tharwa, ACT

# SATURDAY 4<sup>th</sup> and SUNDAY 5<sup>th</sup> November 2017

### MA PERMIT No 7/17/0/22313

#### ENTRY FORM Page 1 of 2

#### A SEPARATE ENTRY FORM MUST BE FILLED OUT BY EACH RIDER

First Name Fa	amily Name	
Address		Postcode
Email Address		Telephone No.
MA Licence No.		MA Licence Expiry Date
Club		Machine
Date of Birth: (Juniors)		
Class / Grade (Please Tick one I Red Yellow	box) Blue Clubman	Mini Trial
I / we enclose Entry Fee of \$ or EFT to BSB: 801 009, Accoun		ake cheques-money order payable to: Trials Club of Canberra, Club of Canberra, reference is Trial
Post Entries to: 37 Willoughby	/ Crescent, Gilmore, ACT, 2	2905
SUPPLEMENTARY REGULATION	NS (OF WHICH THIS ENTRY F	ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR'S), THE FORM FORMS PART), THE BY-LAWS OF MNSW AND ANY FINAL INSTRUCTIONS. BY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.
Riders Name		Riders Signature

Parent / Guardian (if under 18)

Parent / Guardian Signature

We intend to camp at the venue.

We intend to support the Naasstock IEM Sausage Sizzle.



## PARTICIPANT DECLARATION

MOTORCYCLING NSW LIMITED Location: 9 Parkes Street, Harris Park, NSW Postal: PO Box 9172, Harris Park, NSW, 2150 p: (02) 9635 9177 f: (02) 9635 5277



#### CONTRACT TO PARTICIPATE IN THE TCC TWO DAY TRIAL

#### 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

2. DEFINITIONS 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: a) regulation:
- "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1. b)
- 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 d)
- e) in any authorised or recognised Motorcycling Organisation event, meeting or tivity
- "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context f) so permits, their respective directors, officers, members, servants or

#### 3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

- I ACKNOWLEDGE that motorcycle sport is dangerous and that by engaging in the sport (whether a) 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 iv)
- warning or predictability; that organisers, officials, landowners/track operators and any agents or V) 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 vi) health may be voided;
- vii) 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 vii) rules and regulations of MA;
- b) the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- to the extent that any warranty is implied it is excluded to the full extent c) permitted by law;
- have voluntarily read and understood this warning and accept and assume the d)
- inherent risks in participating in the Event. 4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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. <u>NOTE:</u> 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

- S. INDEMNITY AND RELEASE GIVEN TO ORGANISERS
   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 ii)
- 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
- I AGREE TO RELEASE to the full extent permitted by law the Indemnitees b) 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.
- 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, 6. conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- 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

#### 8. MEDICAL

Indemnitees

- 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. fitness and ability to participate. 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
- 10. PRIVACY Thereby consent to the collection of my personal information by the Trials Club of Canberra MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Trials Club of Canberra, 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 Trials Club of Canberra by contacting Trials Club of Canberra at PO Box 4012, Kingston, ACT, 2604 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.
- **11. 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:

- I ACKNOWLEDGE that:
- a) 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 mposed 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 ii)

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

- It is reasonable for MA and my SCB to collect, store, use and disclose my iii) Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION of my acceptance as an entrant in the Meeting I b) 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; i)
- 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 ii) 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. I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as
- c) 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

POLICIES AND REGULATIONS 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.

All participants are bound by the MA anti doping policy and thus understand 13. 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.

13. RIGHT TO USE IMAGE Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by Trials Club of Canberra and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to Trials Club of Canberra using my name, image, likeness and also my performance in the Event, at any time, by any for the promotion of the provided by the protocol of th form of media, to promote Trials Club of Canberra or the Event.

#### SCHEDULE 1:

- Federation Internationale de Motocyclisme Motorcycling Australia Ltd 1) 2)

7

- Motorcycling NSW Ltd Trials Club of Canberra Inc 3) 4)
- 5) Kelvin and Mandy Curtis 6)
  - Trials Club of Canberra Inc

All other persons involved in the organisation, conduct and promotion of the 10) Event or construction or location of the facilities used in connection with or

otherwise related to the Event Each of the respective officers, employees, servants, agents, sponsors, 11) successors and assignees of each of the above.

SCHEDULE 2			5		
4th November	5 <sup>th</sup> N	ovem	her (	201	7

#### SCHEDULE 3: Club of Canberra

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

NAME (PRINT):	_ SIGNATURE:	_ DATE:	
PASSENGER (PRINT):	_ SIGNATURE:	DATE:	
15. THIRD PARTY INDEMNITY WHERE PARTICIPA	15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE		

I/WE

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; 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 IWE 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:
PASSENGER'S PARENT/GUARDIAN:	SIGNATURE	_ DATE:





("Event") conducted by the parties in Schedule 1 below ("Organisers") on

of \_\_\_\_\_ am the parent or legal guardian of \_\_

("Minor"). The Minor wishes to enter

\_(date). I consent to the Minor's entry and participation in the Event.

- I appoint and authorise \_\_\_\_\_\_\_("Guardian") as temporary guardian and custodian of the Minor, whilst the Minor has entered and participates in the Event (with the Guardian's acceptance of such appointment evidenced by their execution of this Deed below). The Guardian's appointment as Guardian under this Deed is of no effect in circumstances where I/we (the parent or legal guardian of the Minor) is/are in attendance at the Event (and will remain of no effect only for so long as I/we are in attendance at the Event). In those circumstances and for so long as I/we remain in attendance at the Event, I/we retain full legal responsibility for the Minor. 2
- 3. I 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:
  - the Minor may be injured, physically or mentally, and may be killed; a)
  - b) the Minor's machinery or equipment may be damaged, lost or destroyed;
  - other competitors may ride dangerously or with lack of skill; track or event conditions may be hazardous and may vary without warning or predictability; c) d)
  - 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 e) 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; there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
  - g) h) entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
  - In consideration of the Organiser's accepting the Minor as an entrant in the Event I 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 sole risk and responsibility;
     b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed;

    - that I indemnify and hold harmless the Organisers, their respective servants, agents or officials c)

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,

- I 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 5. the Minor's participation in the Event.
- 6 I declare that the Minor is medically and physically fit and able to participate in the Event.
- I 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 7. a result of participation in the Event.
- I authorise the Guardian to direct he Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death. 8.

#### Executed as a Deed:

4.

SIGNED by: \_

[print name of parent or legal guardian] in the presence of:

[signature of parent or legal guardian]

[print witness name]

Date

[signature of witness]

SIGNED by: \_ [print name of Guardian]

[signature of the Guardian)

in the presence of:

[print witness name]

Date

[signature of witness]

#### Schedule 1

FIM, MA, All Australian State Controlling Bodies, all clubs and officials, all round venues, all landowners of properties holding Rounds, all Series or Round sponsors or official suppliers.