



PACIFIC PARK TRIALS CLUB
2018 NSW TRIAL CHAMPIONSHIPS
to be held at
Pacific Park - South Maroota – NSW
SATURDAY 15th Sept and SUNDAY 16th September 2018

SUPPLEMENTARY REGULATIONS

MEETING NAME	VENUE	DATE
2018 NSW Trial Championships	Pacific Park - Pacific Park Drive - South Maroota - NSW 2756 MA PERMIT No. 0/18/O/23225	SATURDAY 15th September and SUNDAY 16th September 2018

PROMOTER

PACIFIC PARK TRIALS CLUB

**Pacific Park Drive, South Maroota,
NSW, 2756.**

GPS Co-ordinates for Pacific
Park: (-33.5057817,
150.94150920000004)

EVENT OFFICIALS

RACE SECRETARY

Deena O'Connor

CLERK OF THE COURSE

Bob McGlinchy

STEWARD

TBA

SCRUTINEER

Scott Eggins

1. ANNOUNCEMENT:

Pacific Park Trials Club, hereafter called the PROMOTER, will conduct a Two Day National Trial for solo competitors at Pacific Park, Pacific Park Drive, South Maroota, NSW 2756, on **SATURDAY 15th Sept. and SUNDAY 16th Sept. 2018**

2. JURISDICTION:

2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number [0/18/O/23225](#) 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 Saturday 9th September 2018.**

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 Any entry monies paid on the day will be \$150 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 Certified First Aid Officer will be in attendance.

6. ENTRY FEE: ENTRY FEE:

6.1 **Both days:** Senior \$110, Junior \$60, Family \$170(1 senior and up to 3 Juniors ALL living at the same address), Minder \$45

One day only: Senior \$70, Junior \$40, Family \$110. Minder \$35.

6.2 Online Payment and Entries via The Trials Australia webpage: www.trials.com.au

6.3 Direct link to entry page: <https://trials.com.au/2018NSWTitles>

7. CLASSES OF COMPETITION:

7.1 The event is open to the following Grades:

Expert	(Green Name Plate)
A	(Red Name Plate)
B	(Yellow Name Plate)
C	(Blue Name Plate)
Clubman	(White Name Plate) – [Jack Smith Clubman Trophy]

7.2 NSW Championship Classes will include:

Open Solo: Those competitors, riding on a Senior Licence and who are graded in Expert and A grade and choose to compete in those grades will be awarded points in the NSW Open Championship as follows: - best placed Experts will be awarded points in the NSW Open Championship followed by best placed A Graders etc. – Nameplate colour, as grade entered

Open Junior: Those competitors, riding on a Junior Licence and who are graded in A, B or C grade and choose to compete in those grades will be awarded points in the NSW Junior Championship as follows: - best placed Junior in the highest grade a Junior is competing will be awarded first place points in the Junior Championship etc. – Nameplate colour, as grade entered
12 to under 16 Junior Up to 125cc & Up to 10Kw

Open Women Those Women riders who are graded in A, B C or Clubman grade and choose to compete in those grades will be awarded points, in the NSW Women's Championship, as follows: - best placed Woman in the highest grade a woman is competing will be awarded first place points in the NSW Women's Championship etc. – Nameplate colour, as grade entered

Junior Women: Those women competitors, riding on a Junior Licence and who are riding machines that meet restrictions on engine capacity as specified in GCR's 19.5 run over the Clubman lines White Name plate colour, as grade entered.

7 to under 11 10, Up to 80cc / 1.5Kw,
9 to under 13 and 12 to under 16 Junior Up to 125cc & Up to 10Kw

Veteran (3 classes): Run over C Grade (Blue Name Plate) lines for riders who are: 40-49; 50-59; 60+ on the day.

Masters: Run over the B Grade lines for riders who are 35 years or older on the day.

Post Classic and Classic: Open to machines complying with GCR's 19D and run over C Grade (Blue Name Plate) lines .

Youth : Those competitors aged between 13 and 19 years at the first day of event, and run over the B Grade lines. Open Capacity as per GCR's 19.4

Junior 7-12: Those competitors, riding on a Junior Licence and who are riding machines that meet restrictions on engine capacity as specified in GCR's 19.5
7 to under 11, Up to 80cc / 1.5kW
9 to 12Up to 125cc & Up to 10Kw

8. AWARDS AND PRIZE MONEY:

8.1 All Championship Classes will be awarded - 1st, 2nd, 3rd place trophies for the combined scores of both days. There will also be a special award to the winner in the "Clubman Class" of the Jack Smith Memorial Trophy

9. ENTRIES TO CONSTITUTE A CLASS:

9.1 To constitute a Class, the number of contestants entered and competing in each Class shall be Five (5).

9.2 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.

10. COMPETITION FORMAT:

10.1 The number of sections and laps will be advised on each day.

10.2 Clubman and Junior will ride anywhere within section boundaries and/or may be restricted further.

10.3 Expert, A, B, C, Masters, Post Classic, and Veteran riders will be further restricted.

10.4 Scoring will be as per GCR 19.11.3.2 –Trials.

10.5 There will be a 90 second time limit applied for all competitors per section.

11. MACHINES AND RIDERS:

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

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

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

12. RIDING NUMBERS:

12.1 All Nameplates on Machines must comply with the GCR's 19.10.1

13. RIDERS BRIEFING:

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

13.2 ALL Competitors and Minders MUST attend the Riders Briefing.

13.3 Riders Briefing Sign on sheets must be signed after the Riders Briefing by the Competitor and Minder as proof of attendance.

14. DRUG AND OR ALCOHOL TESTING:

14.1 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.

15. CODE OF CONDUCT:

15.1 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 Competition Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

16. TIMETABLE:

16.1 Competitors to present their motorcycle to the Scrutineer by 10.40am on the Saturday when Machines will be impounded until the start at 11am.

16.2 Competitors to present their motorcycle to the Scrutineer by 08.40am on the Sunday when Machines will be impounded until the start at 9am.

16.3 Competitors must present their Competition License (and log book for juniors) to the Race Secretary to confirm their entry before the Rider's Briefing.

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

16.5 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed as 8am on each day. The completion of the meeting for the Official, Observer, Rider, Minder and support crew being the completion of his/her participation in the meeting.

17. NOISE and FUEL:

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

18. SPECIAL NOTES AND WARNINGS:

18.1 There will be no lunchbreaks.

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

18.3 No animals permitted. (Guide dogs exempted).

18.4 Any change of Entry details on the morning of the Trial will be subject to a \$20 Fee.

18.5 Start time on Saturday will be 11am to allow for riders travelling to the event

18.6 Start time on Sunday will be 9am to allow for an earlier finish, again for travellers.

18.7 Entry into the competition sections, either by foot or on a bike is completely prohibited before the day of competition. Section inspection of all sections is allowed from am Saturday 15th September. Any breach of these restrictions may result in rider exclusion from the event.

18.8 NO MOTORCYCLE RIDING ON THE DIRT ENTRY ROAD (PACIFIC PARK DRIVE). RIDERS WILL BE EXCLUDED FROM THE EVENT, AND ASKED TO LEAVE THE PARK IF CAUGHT RIDING ON THE ACCESS ROAD. ACCESS TO ALL TRIALS AREAS IS EITHER ON THE TRACKS WITHIN THE PARK, OR BY REGISTERED VEHICLE TRANSPORT IF ON THE ACCESS ROAD. THIS RULE WILL BE STRICTLY ADHERED TO. BE WARNED.

The Park will be open for trials only riding and practice on Thursday 13th and Friday 14th preceding the event, and the following day after (Monday 17th). Usual Park entry fees will apply for these 3 "Practice ride" days.

- Camping sites are available at the Park, and powered camp sites for caravans and trailers.
 - * Full facilities are available with bathroom, shower and laundry facilities both sides of the park.
 - * The Pacific Park canteen will be open with hot and cold food, beverages and staples available on competition days.
- Many local accommodation choices are available outside the park. Please Google "accommodation South Maroota" for choices.
- Please check www.pacificpark.com.au for direction and more information.



GPS Co-ordinates for Pacific Park: (-33.5057817, 150.94150920000004)

**PACIFIC PARK TRIALS CLUB
2018 NSW MOTO TRIAL CHAMPIONSHIPS
Pacific Park - South Maroota - NSW**

SATURDAY 15th September and SUNDAY 16th September 2018 MA PERMIT No [0/18/O/23225](#)

ENTRY FORM Page 1 of 2

[NOTE: This is an example of the information required.](#)

[ENTRY IS VIA THE TRIALS AUSTRALIA WEBSITE. www.trials.com.au/2018NSWTitles](http://www.trials.com.au/2018NSWTitles)

First Name	Family Name	Day 1 Entry	Day 2 Entry
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address		Postcode	
<input type="text"/>		<input type="text"/>	
Email Address	Telephone No.		
<input type="text"/>	<input type="text"/>		
MA Licence No.	Expiry Date		
<input type="text"/>	<input type="text"/>		
Club	Machine		
<input type="text"/>	<input type="text"/>		
Date of Birth: (Veterans - Masters – juniors)	<input type="text"/>		

Class (Please Tick one box)

Open Solo	Women	J Women	Masters	Open Junior	V 40-49	V 50-59	V 60+	Post Classic	Classic	Junior 7-12	Youth
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Minder - Please add your

Rider's First Name

Rider's Family Name

Grade (Please tick one additional class only if appropriate)

Expert	A	B	C	Clubman
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Entry to the 2018 NSW Trials Championship is online.

Online Entries are available via the Trials Australia webpage: <https://trials.com.au/2018NSWTitles>

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I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCRs), THESE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART) THE BY-LAWS OF MOTORCYCLING NEW SOUTH WALES AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

Riders (Passengers, Minders) Name

Riders (Passengers, Minders) Signature

Parent / Guardian (if under 18)

Parent / Guardian Signature

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE Round 5 NSW Moto-Trials 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 party to this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

DEFINITIONS

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

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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

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

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
 - a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:

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

MEDICAL

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

PRIVACY

10. I hereby consent to the collection of my personal information by the PACIFIC PARK TRIALS CLUB, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by PACIFIC PARK TRIALS 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 PACIFIC PARK TRIALS CLUB, by contacting PACIFIC PARK TRIALS CLUB, at Pacific Park - South Maroota - NSW 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:
 - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer

- competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
- iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.

- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

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

EXECUTION

14. 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:**

PASSENGER (PRINT): X.....

SIGNATURE: X..... **DATE:**

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE X 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: X

SIGNATURE: X **DATE:**

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) PACIFIC PARK TRIALS CLUB
- 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:

Saturday 24 August 2013
Sunday 25th August 2013

SCHEDULE 3:

PACIFIC PARK TRIALS CLUB South Maroota NSW



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 The 2013 NSW Moto Trials Championship Event – 24th & 25th August 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 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

