



Lower Mountains Motorcycle Club Inc.
Mudgee Motorcycle Club
Canobolas Motorcycle Club



Information Sheet

HIGH COUNTRY SERIES 2011 3-WAY INTERCLUB

CLUB	VENUE and MEETING	DATE
Lower Mountains Motorcycle Club Inc.	"Happy Valley Springs" - Clarence MX	Round 1 - 8/5/2011
Mudgee Motorcycle Club Inc.	"AREC" - Mudgee	Round 2 - 25/6/2011
Canobolas Motorcycle Club Inc.	"Newhaven Park"- Orange MX	Round 3 - 24/7/2011

1. ANNOUNCEMENT:

The Lower Mountains Motorcycle Club Inc.; Canobolas Motorcycle Club; and Mudgee Motorcycle Club; hereafter called "The Clubs" will conduct a 3-Way Inter club Series including Motocross.

2. JURISDICTION:

- 2.1. The above mentioned meetings have been authorised by Motorcycling NSW who has issued the Motorcycling Australia *Permit Numbers* (to be advised) and is open to holders of current Motorcycling Australia Club and National Competition Licences and who are current members of one or more of the participating clubs.
- 2.2. The meeting will be held in accordance with the current General Competition Rules (MOM'S), 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 for Round 1 "Happy Valley Springs" close last mail Monday 2nd May 2011.
Post to Race Secretary - PO Box 95 Budgewoi, NSW 2262 - Phone Maree 02 4390 5604

Entries for Round 2 "AREC" close last mail Monday 20th June 2011
Post to Race Secretary - PO Box 341, Mudgee, NSW, 2850 - Phone Leigh 0428 721 150

Entries for Round 3 "Newhaven Park" close last mail Monday 18th July 2011.
Post to Race Secretary - PO Box 521 Orange, NSW, 2800 - Phone Anthony 0407 206 541

NO SERIES ENTRIES

- 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 Club, 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. ***NOTE: LATE ENTRIES WILL NOT BE ACCEPTED AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE CLUB.***
 - 3.5. Entry fee will be refunded in the event of a class being full.
- #### 4. INSURANCE:
- 4.1. Personal Accident and Ambulance Insurance is the responsibility of the individual.
 - 4.2. ***IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.***
- #### 5. MEDICAL SERVICES
- New South Wales Ambulance Service or Paramedical Services or St. John's
- #### 6. ENTRY FEE:
- 6.1. \$40 per Senior First Class - \$30 per Junior First Class - \$20 for Division One and \$20 per extra class - One Day Licence fee \$50.00 (All paper work must be completed to obtain one day licence)
 - 6.2. Payment by cheque or money order only. **ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.**
 - 6.3. Cheques and Money Orders for the correct amount are to be made payable to each participating club.
 - 6.4. Include a self addressed stamped envelope for confirmation of entry and Final instructions.
NO ENVELOPE - NO FINAL INSTRUCTIONS.
 - 6.5. No entries taken on the day.
 - 6.6. One Day licence can be issued to junior riders who hold a current log book or to pretested senior riders only.
 - 6.7. ***THERE ARE NO SERIES ENTRIES ACCEPTED - EACH ROUND TO BE ENTERED INDIVIDUALLY***

8. CLASSES OF COMPETITION:

SENIORS

Senior Lites A & B	Senior Open A & B	Senior All Powers	Over 30's
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JUNIORS:

Over 12's 85cc 2 stroke/150cc 4 stroke	4 to U/9 years Div 1	65cc 7 to U/10 years
Jnr Lites 125cc/250cc 4 stroke	7 to U/9 years Div 2	65cc 10 to U/13 years
9 to U/12 85cc 2 stroke/150cc 4 stroke		

9. AWARDS:

Awards will be trophies in 1st, 2nd, 3rd, 4th and 5th for Series place getters plus medallions for ALL non trophy winners entering ALL three (3) rounds. Note: there are no trophies for individual rounds.

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1** To constitute a Class, the minimum number of contestants entered and competing in each Class shall be eight.
- 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 Club.
- 10.3** Rider to bring proof of participating club membership

11. RACE FORMAT:

Minimum of three rounds.

12. MACHINES AND RIDERS:

- 12.1** All machines entered must comply with the current MOM's and MNSW by-laws.

13. RIDING NUMBERS:

- 13.1** Wherever possible, competitors shall be allocated their MNSW Registered Riding Number or their preferred Riding Number. All others shall be allocated numbers to the Club's discretion.
- 13.2** All Number Plates on all Machines MUST comply with the MOM's.
- 13.3** All riders must wear back numbers, as per current MOM's.
- 13.4** All bikes must comply with the correct colour for each class and number plates as per The MOM's.

14. GRID POSITIONS:

Grid position for all races will be by drawn by pegs.

15. RIDERS BRIEFING:

A Riders Briefing shall be held prior to the commencement of racing and ALL Competitors and Parents/Guardians MUST attend the Riders Briefing.

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 current MOM's) 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:

Scrutineering	7.00am - 8.30am
Riders Briefing	9.00am

Practice will commence at the conclusion of the riders briefing. Racing will commence immediately at the end of practice.

19. CIRCUIT DESCRIPTIONS:

Clarence and New Haven Park are man-made motocross circuits. Mudgee is a man-made stadium cross circuit.

20. STARTS:

Clarence (30 gates seniors and 20 gates for under 12 year juniors) New Haven Park (18 gate start on senior track and 18 for the junior track) Mudgee (20 gates) all have self penalising starting gates.

21. RACING:

- 21.1** Practice will be two laps.
- 21.2** Racing will be a minimum three laps per round at the discretion of the promoting club.

22. NOISE:

No starting of bikes before 9.00am and to be finished by 5.00pm.

23. SPECIAL NOTES AND WARNINGS:

- 23.1** All tracks have canteen facilities and toilets.
- 23.2** Series trophies will be presented at the final round.
- 23.3** For all enquires on this series contact Series Co-ordinator Maree Kirby (02) 6336 2202 or 0419 116 085



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE HIGH COUNTRY SERIES INTERCLUB 2011
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 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 LOWER MOUNTAINS, CONOBOLAS & MUDGEES CLUBS, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by LOWER MOUNTAINS & CONOBOLAS CLUBS, 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 LOWER MOUNTAINS, CONOBOLAS & MUDGEES CLUBS, by contacting LOWER MOUNTAINS, CONOBOLAS & MUDGEES CLUBS, at C/- Po Box 267 OBERON NSW 2787 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.

POICIES 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) Lower Mountains, Canobolas Motorcycle Clubs & Mudgee Motorcycle Club
- 5) Happy Valley Springs & New Haven Park Tracks
- 6) The Land Owners
- 7) Paramedical Services and St John's
- 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:

Round 1 - 8th May 2011, Round 2 - 25th June 2011, Round 3 - 24th July 2011

SCHEDULE 3:

Round 1 - Happy Valley Springs Clarence, Round 2 - AREC Mudgee, Round 3 - Newhaven Park Orange