



The **XiSPA** Australia
2009 Australian Moto-Trials Championships

Supplementary Regulations (Pages 2-7)

Entry Form* (Page 8)

Presentation Dinner Ticket and Merchandise Order Form** (Page 9)

Motorcycling Australia Participant Declaration Form* (Page 10)

* Must be completed, returned and received by last post 14 August 2009.

** Please assist the Organisers by completing and returning along with your Entry and Declaration forms.



The XiSPA Australia
2009 Australian Moto-Trials Championships
Saturday 29th & Sunday 30th August 2009
Pacific Park Maroota NSW

SUPPLEMENTARY REGULATIONS

EVENT: The **XiSPA** Australia
2009 Australian Moto-Trials Championships

DATE: Saturday 29th & Sunday 30th August 2009

VENUE: Pacific Park. Pacific Park Road Maroota NSW

MA PERMIT NUMBER: MA1417

EVENT CONTACT: For all enquiries, please contact:
Bill Guthrie
tel: 0417 298 313
email: wguthrie@wguthrie.com.au

EVENT KEY OFFICIALS:

Steward:	Robert McGlinchy
Clerk of Course:	Trevor Bennett
Race Secretary:	Wendy Bennett
Scrutineer:	Robert Tindal





The XiSPA Australia
2009 Australian Moto-Trials Championships
Saturday 29th & Sunday 30th August 2009
Pacific Park Maroota NSW

1. ANNOUNCEMENT

The Pacific Park Moto Trials Club Inc, hereafter called the Promoter will conduct the “***XiSPA Australia - 2009 Australian Moto-Trials Championships***” on private property at Pacific Park complex Pacific Park Road, Maroota NSW, on Saturday 29th and Sunday 30^h August 2009.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit Number MA1417 and is open to holders of current MA “National” and “Restricted National” Licences.

2.2 The meeting will be held in accordance with the 2009 General Competition Rules (GCR’s) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, any final instructions approved by MA, and any instructions issued at the rider briefings by the Clerk of Course.

2.3 By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	Robert McGlinchy
Clerk of Course	Trevor Bennett
Race Secretary	Wendy Bennett
Scrutineer	Robert Tindal

4. ENTRIES

4.1 Entries are now open and close last mail **Friday 14th August 2009**. NO LATE ENTRIES WILL BE ACCEPTED.

4.2 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 MA.

4.3 All competitors may enter one class only. Only entries received on the official entry form that is accompanied by the correct fee (and proof of age – when required) will be accepted.

4.4 Competitors entering the Youth, Masters, Veteran and Junior classes **must** provide proof of age with their entry. A clear photocopy of your current MA licence or current Drivers Licence is suitable proof of age.

4.5 Entry fees will only be refunded if a rider informs the promoter, in writing, at least 10 days before the event that they wish to withdraw their entry. If a rider withdraws their entry less than 10 days before the event, a refund of entry fees will only be considered if a Medical Certificate can be provided.

5. ENTRY FEES

5.1	Open Solo	\$ 136.00	Post Classic	\$ 136.00	Youth	\$ 90.00
	Open Sidecar	\$ 136.00	Classic	\$ 136.00	Open Junior	\$ 90.00
	Masters	\$ 136.00	Women	\$ 136.00	Junior Women	\$ 90.00
	Veteran	\$ 136.00	Minders	\$ 50.00	Junior (7-12yrs)	\$ 90.00
			Team nomination	\$ 50.00		

5.2 Payment by cheque or Money Order only. Any fees for dishonoured cheques will be the responsibility of the entrant.

5.3 Cheques and Money Orders are to be made payable to: **Pacific Park Trials Club**

6. ENTRIES TO BE SENT TO

Please send all entries to:

Competition Secretary
Bill Guthrie
6 Sarah West Place Mt Annan 2567

7. CLASSES OF COMPETITION

- 7.1 The following classes of competition will be offered: Open Solo; Open Sidecar; Youth; Masters; Veteran; Women; Post Classic; Classic; Open Junior; Junior 7-12, Junior Women.
- 7.2 Youth class is for competitors aged 16 years to under 21 years as at Saturday 29th August 2009.
Masters class is for competitors aged 35 years and above as at Saturday 29th August 2009.
Veterans class is for competitors aged 40 years and above as at Saturday 29th August 2009. Venerables handicap applies
Open Junior and Junior Women classes are for competitors aged 13 years to under 16 years on January 1st 2009.
Junior 7-12 is for competitors aged 7 to under 13 years on January 1st 2009.
- 7.3 Overseas riders wishing to compete must produce authorisation and obtain the relevant clearance from their FMN. They must provide their own insurance and ambulance cover.

8. ENTRIES TO CONSTITUTE A CLASS

- 8.1 To constitute a class for the purpose of gaining Championship status, the number of competitors entered and competing in each class shall be 5.
- 8.2 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine classes and re-distribute any awards, will be at the discretion of the promoter, subject to MA approval.

9 TEAMS CHAMPIONSHIP

- 9.1 A teams championship will be conducted as part of this event. Each team shall consist of four riders, each from a separate class.
- 9.2 Teams shall fit into one of the following categories: State team, Trade team or Club team. Teams must be nominated by the closing date of entries, and no changes shall be permitted after this date.
- 9.3 Each team nominated shall attract a team nomination fee of \$ 50.00.
- 9.4 Each competitor may enter a maximum of twice in each category of team. That is, a rider can be in a maximum of six teams, two State teams, two Trade teams and two Club teams.
- 9.5 Total team scores will be calculated by allocating one point to each team member for each position they finish above last place in their respective class. The last placed finisher in each class will receive 1 point, second last will receive 2 points, third last will receive 3 points, etc. For example, in a class of 25 finishers, 1st place would receive 25 points towards their team score.
- 9.6 The team with the highest total team score shall be the winner.

10. INSURANCE

- 10.1 National Personal Accident Scheme provides basic cover for death and permanent disability.
- 10.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

11. MEDICAL SERVICES

On site first aid services will be provided

12. SCRUTINEERING / MACHINE EXAMINATION

- 12.1 Scrutineering will be begin at 2.30 pm Friday the 28th and finish at 3.30pm Friday 28th and start again from 7.30am on both days of competition and will close at 8.45am on both days. Any competitor who has not reported to machine examination by the closing time on either day will incur penalties as per GCR's.
- 12.2 All machines entered in the competition (including minders machines) must have successfully passed a machine examination prior to taking part in the event. An MA decal will be placed on the front name plate to indicate that it has been successfully examined.
- 12.3 Current competition licences and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage during the event must be re-examined before participating again.
- 12.4 No riding or practice is allowed at the event prior to competitors presenting themselves to Scrutineering. Competitors are allowed to ride their machine from their parking area to the Scrutineering area at a slow and safe pace. After completing machine examination, competitors may utilize a small warm up area immediately adjacent the pit area. This warm up area will close at 8.45am each day.

12.5 In addition to pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Scrutineer can check and order to be pulled down, at their discretion, any machine that has taken part in the event. Failure to comply with this rule will result in automatic exclusion from the event results.

12.6 Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the event before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this rule will result in automatic exclusion from the events results.

13. MACHINES AND RIDERS

13.1 All machines entered must comply with the 2009 GCRs for Moto-Trials competition.

13.2 Multiple entry of the one machine for different competitors is not permitted.

13.3 Change of machine during the event will not be permitted.

13.4 Helmets, Clothing and Footwear must be as per GCR's. Where a helmet shows any sign of damage that may affect its performance, the MA Steward reserves the right to disallow a competitor to use this damaged helmet.

13.5 Identification plates must be fitted to all machines as per GCR's, and **must** include the riders (and passenger if applicable) first and surname. Competitors in each class shall have a coloured background as listed below

Open Solo	- Red background	Veteran	- Blue background
Open Sidecar	- Red background	Post Classic	- White background
Youth	- Yellow background	Classic	- Black background
Masters	- Yellow background	Junior Women	- Black background
Open Junior	- White background	Junior 7-12 yrs	- Black background
Women	- White background		

Minders - Must have an identification plate that has a background colour the same as the rider's identification plate who they are minding for. In addition, the minders identification plate shall clearly show the word "Minder" in letters not less than 25mm high. No other words or names are to appear on the minders identification plate.

There is to be "NO" radio communication between the minder and rider nor any other person or persons at or near the event.

Competitors will not pass machine examination without the nameplates, as described above, attached.

13.6 Sidecars – Both the rider and passenger must hold MA Senior licenses at the time of the event.

14. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 12.10.1.1. for details.

15. EVENT SCHEDULE

15.1 Friday 28 th August 2009	Machine examination	Start 2.30 pm	Finish - 3.30 pm
15.2 Saturday 29 th August 2009:	Machine examination:	Start - 7.30 am	Finish - 8.45 am sharp!
	Rider Briefing:	9.00 am	
	Sections open:	10.00 am	
	Sections close:	4.00 pm	
	Finish time:	4.15 pm	
15.3 Sunday 30 th August 2009:	Machine examination:	Start - 7.30am	Finish - 8.45 am sharp!
	Rider Briefing:	9.00am	
	Sections open:	9.30am	
	Sections close:	3.30pm	
	Finish time	3.45pm	

ALL COMPETITORS MUST ATTEND RIDERS BRIEFING ON BOTH DAYS OF COMPETITION

15.4 All sections will be closed at the advertised time. If a competitor is attempting a section at the designated closing time he/she will be permitted to complete that section. However any rider astride their machine and in a queue at the section entrance at the designated closing time he/she will not be permitted to complete that section.

15.5 All score cards must be handed to the scorers prior to the finish time for each day as listed above, otherwise penalties as per GCR's will be applied.

15.6 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.30am on both days of competition with the completion of the meeting for the participant being when the participant has vacated the venue (and does not return) on each day of competition.

16. COURSE

16.1 Unauthorised entry, with or without motorcycle, to the course prior to the event will result in exclusion. For these purposes, entry to the course shall be defined as entering the property at which the event is being held via any means.

16.2 The number of sections and laps to be completed each day will be announced at the rider briefings. Other details regarding the format of each days riding will also be provided at rider briefings.

16.3 The standard of sections for each class will be set to cater for competitors of all abilities. While there will be sections of above average, average and below average difficulty in each grade, the promoter will endeavour to cater for riders of all abilities. It is likely that within each class of sections, there will be three or four sections per day that would be regarded by most competitors as extremely difficult. These sections will be intentionally marked this way to ensure that the best riders in each class have a significant challenge in these sections, thus hopefully avoiding any ties on zero points lost.

16.4 In the event of Ties, they shall be resolved as per GCR's. Should a ride-off be required, the Clerk of Course shall decide the sections and severity of sections to be used in the ride-off.

17. AWARDS

17.1 Trophies will be awarded to the following place getters:

Open Solo	1 st to 10 th place
Open Sidecar	1 st to 5 th place
Youth	1 st to 5 th place
Masters	1 st to 5 th place
Veteran	1 st to 5 th place
Women	1 st to 3 rd place
Post Classic	1 st to 3 rd place
Classic	1 st to 3 rd place
Open Junior	1 st to 5 th place
Junior Women	1 st to 5 th place
Junior 7-12	1 st to 5 th place

17.2 The promoter reserves the right to vary these awards depending on the number of entries in each class.

17.3 Team awards and special awards as determined by the promoter and MA medallions as per GCR's will also be presented.

18. PRESENTATION

18.1 Awards will be presented after the presentation dinner, which will be held at Pacific Park on Sunday 30th August.

Please pre-order your presentation dinner tickets as only a very limited number will be available for sale on the weekend of the event.

18.2 It is anticipated that the trophy presentation will begin at approximately 7.30pm.

19. ON-SITE CATERING

19.1 Breakfast will be available to purchase from 8am on both days of the event.

19.2 Throughout both days, the catering teams will have hot and cold food and drinks (including sports drinks) available for purchase.

20. ANTI-DOPING POLICY

20.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

20.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506.

21. ALCOHOL TESTING PROCEDURE

All competitors and officials are advised that random breath-testing may take place during the competition.

22. CODE OF CONDUCT

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR's, which is a guide to appropriate behaviour at all motorcycle meetings. This Code of Conduct applies to this Meeting and will be enforced.

Pacific Park Trials Club reserves the right to refuse any entries.

23. ADMISSION CHARGES

Pacific Park camping charges will apply to those staying on site. See (Order Form) Camping will be available from Monday the 24th August.

24. MINDERS

24.1 Minders are considered to be competitors as per GCR's and as such must have a current MA licence.

24.2 Minders, like their entrant must obey the 2009 GCR's, these supplementary regulations and any instruction given at the rider briefings.

24.3 There is to be "NO" radio communication between the minder and rider nor any other person or persons at or near the event.

24.4 The following rules with regards to minders must be adhered to:

- a) A rider will fail a section if their Minder enters into a discussion or argument with any observer or official with regards to scoring, unless they have specifically been requested to do so.
- b) Minders are not allowed in a section while a rider other than their appointed rider is attempting that section.
- c) Minders are only permitted in a section with the knowledge and permission of the observer.
- d) Minders must wear identification provided by the promoter at all times during the event.
- e) Minders must not present score cards to the observer for marking. This is the rider's responsibility.
- f) Any penalty accrued by a minder will be imposed on their nominated rider.
- g) Minders may only mind for the rider with which they have entered, however with the permission of the observer they may act as a catcher for any rider.

25. PRACTICE VENUE

A practice area will be provided near the trials site and will be open on Monday 24th August Entry shall be by standard Pacific Park riders levy and to be paid to the landowner. All competitors must present their MA competition licence as they will be required to sign in.

With the exception of guide dogs, no dogs leashed or unleashed will be allowed on this property.



The XiSPA Australia
2009 Australian Moto-Trials Championships
Saturday 29th & Sunday 30th August 2009
Pacific Park Maroota NSW

ENTRY FORM

Entries Close: **Friday 14th August 2009**
 Send to: **Competition Secretary Xispa Australia -2009 AMTC Bill Guthrie**
6 Sarah West Place Mt Annan

RIDER DETAILS

Rider's First Name: _____ Rider's Surname: _____
 Address: _____
 City/town: _____ State: _____ Postcode: _____
 Tel: _____ Mob: _____
 Date of birth: _____ E-mail: _____
 Next of Kin: _____ Next of Kin Tel: _____
 Rider's MA Lic. No.: _____ Expiry Date: _____

PASSENGER / MINDER DETAILS

Passenger's / Minder's First Name: _____ Passenger's / Minders Surname: _____
 Passenger's / Minder's Address: _____
 City/town: _____ State: _____ Postcode: _____
 Tel: _____ Mob: _____
 Date of birth: _____ E-mail: _____
 Next of Kin: _____ Next of Kin Tel: _____
 Passenger's / Minder's MA Lic. No.: _____ Expiry Date: _____

ENTRANT DETAILS

Entrant: _____ Entrant's MA Lic No: _____ Expiry Date : _____

Must be completed by all competitors/entrants

I/We are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCR's of MA and these Supplementary Regulations.

Rider's Name: _____ Signature: _____ Date: _____
 Passenger's Name: _____ Signature: _____ Date: _____
 Minder's Name: _____ Signature: _____ Date: _____

Please enter me/us in the following class:

Class: _____ Machine: _____ Capacity: _____

if entering the Masters, Veteran, Youth, Open Junior, Junior 7-12 or Junior Women class, you must provide proof of age with your entry.

Entry Fee: Rider/Passenger \$ _____
 Minder \$ _____
 Dinner Ticket(s) \$ _____
 Merchandise \$ _____
 TOTAL PAYABLE..... \$ _____

PAYMENT by cheque or money order – Made payable to: Pacific Park Trials Club- Banking Details BSB 032172 Account 440340

Office Use Only

Date Received:	Money Received:	Presentation Tickets:	Merchandise:
Proof of age provided:			

Presentation Dinner and Merchandise Order Form

Presentation Dinner

Menu*

A two course Buffet Dinner will be provided with selections available to choose from including:

Main Course

Prime Roast Beef
Roast Pork
Charcoal Chicken

Salads

Crispy Fresh Coleslaw Salad
Creamy Pasta Salad
Fresh Leafy Tossed Salad
Potato Salad

Desserts

Lemon Cheesecake
Black Forest Cake
Pavlova

PLUS

Freshly Baked Bread Rolls
Hot Jacket Potatoes

*The above menus may vary slightly due to availability of produce at the time. Beverages, other than water, are NOT included in the ticket price. For any special dietary requirements, please contact the Deena O'Connor on dmoc1@optusnet.com.au

Pricing

Adult Ticket Price: \$45.00 - pre ordered with Entry (\$55.00 on the day – limited availability)
Junior Ticket Price: \$30.00 - pre ordered with Entry (\$40.00 on the day – limited availability)
Family Ticket Price: (2 x Adults and 2 x Juniors) \$100.00 - pre ordered with Entry only (**NOT** available on the day)

A cash only bar will be available serving Wine, Beer and a variety of Soft drinks for purchase at the Dinner.

Only a limited number of Dinner Tickets will be available for purchase on the day. Please assist the organisers by pre ordering and paying for your tickets with your entry. Your help is appreciated and you'll also benefit from a saving of \$10 on both Adult and Junior tickets, Unfortunately, Family tickets will NOT be available for purchase on the day.

Please reserve the following Presentation Dinner Tickets for me to collect at the Event:

Ticket type	Price	Number	Total
Adult Presentation Dinner Ticket	\$45.00		\$ _____
Junior (up to 16 yrs) Presentation Dinner Ticket	\$35.00		\$ _____
Family (2 x Adult and 2 x Junior) Presentation Dinner Ticket	\$100.00		\$ _____

(Please add total to 'Entry Form' on Page 11)

Merchandise

Although some merchandise will be available for purchase during the Event quantities will be limited. To secure your commemorative merchandise, please assist the organisers by pre ordering and paying for your tickets with your entry.

Please reserve the following Merchandise for me to collect at the Event:

	Price	Size	Number	Total
The XiSPA Australia 2009 Australian Moto Trials Championship Polo Shirt A quality Polo manufactured from a mix of 60% 170 gsm cotton and 40% CoolDry.	\$37.50	S	<input type="checkbox"/>	\$ _____
		M	<input type="checkbox"/>	\$ _____
		L	<input type="checkbox"/>	\$ _____
		XI	<input type="checkbox"/>	\$ _____
		XXL	<input type="checkbox"/>	\$ _____
The XiSPA Australia 2009 Australian Moto Trials Championship Base Ball Cap A heavy Brushed Cotton cap with fabric strap with gunmetal belt buckle and tuck-in return.	\$25.00	(One size)	<input type="checkbox"/>	\$ _____

(Please add total to 'Entry Form' on Page 11)

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE XISPA Australia – 2009 AUSTRALIAN 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 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) "Indemnities" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - c) "MA" means Motorcycling Australia Limited;
 - d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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

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

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

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

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 Indemnities 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 Indemnities, 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 Indemnities' 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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. C/- MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

PERSONAL HEALTH INFORMATION

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

- iii) may disclose my information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

12. I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National 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:**

MINDER (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 Indemnities 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
- 4) Pacific Park Motor Cycle Complex
- 5) Pacific Park Trials Club
- 6) Xispa Australia
- 7) 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:

**Xispa Australia 2009 Australian Moto-Trials Championships
Saturday 29th & Sunday 30th August 2009**

SCHEDULE 3:

Pacific Park Pacific Park Drive Maroota