



MEETING NAME

2009 HONDA RJAYS (HRJ's)  
INTERCLUB ROAD RACE SERIES

VENUE

EASTERN CREEK RACEWAY

DATE

SUNDAY 28<sup>TH</sup> JUNE 2009

PROMOTER

ST GEORGE MCC INC.

MA PERMIT No.

09/19059

EARLY BIRD ENTRIES CLOSE

MONDAY 15<sup>TH</sup> JUNE 2009

ENTRIES CLOSE

FRIDAY 19<sup>TH</sup> JUNE 2009

ADDRESS

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SUTHERLAND 1499

CONTACT No.

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EMAIL

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WEBSITE

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RACE SECRETARY

JAN BLIZZARD

CLERK OF THE COURSE (C of C)

CHRIS BAKER

STEWARD

DAVID ELLIOTT

MA TRACK LICENCE No.

13027



SUPPLEMENTARY REGULATIONS

**1. ANNOUNCEMENT:** St. George MCC Inc., hereafter called the "Promoter", will conduct the Honda RJays Interclub Road Race Series for solo motorcycles at Eastern Creek Raceway Sunday 28<sup>th</sup> June 2009.

**2. JURISDICTION:** The above meeting has been authorised by Motorcycling NSW Ltd. (MNSW) who has issued the Motorcycling Australia (MA) Permit No. 09/19059 and is open to holders of current MA Senior National, Club or One Event Licences & 14 to 15 year old competitors with Junior Licences endorsed for Road Racing.

2.1 Clubs Invited: BEARS, BWP, Far South Coast MCC, PCRA & Preston MCC

2.2 The Meeting will be held in accordance with the current Manual of Motorcycle Sport (MoMS), these Supplementary Regulations, the Bylaws 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:** Entries open forthwith and close at midnight on 15/06/2009.

3.1 For inclusion in printed program, entries need to be received by 19/06/2009.

3.2 In case of postponement/abandonment of the meeting the Promoters may retain all or any part of the entry fee, if such retention is approved by MNSW.

3.3 Only entries received on the official entry form and accompanied by the correct fee will be accepted.

3.4 **Reserve Riders:** If an event is over subscribed then any entry received after the Grid is full will be a reserve entry. Unless the rider requests that his entry be withdrawn and entry fee refunded.

3.4.1 Reserve riders will be accepted into an event after another rider has confirmed with the C of C that he/she will not be competing in any further events on the day. The Reserve rider can then compete in the next heat for that event.

3.4.2 All Reserve Riders must ride in the Warm Up/Practice session to be eligible to race if a position becomes available.

3.4.3 If a reserve rider does not ride on the day then a full refund of his/her entry fee will be made within seven days of the event.

3.4.4 If a reserve rider gets to ride in only part of the heats then he/she may receive a pro rata refund of the entry fee based on the number of heats entered compared with total numbers of heats for that class.

3.4.5 Once a reserve rider's entry is accepted then no further refund of entry fee will be made should for some other reason he/she does not complete the remaining heats for that event.

3.5 Late entries will only be accepted at the discretion of the Promoter.

3.6 RIDERS WITHDRAWING FROM THE MEETING will have entry fees refunded (less cost of track admission tickets) if entry cancelled by 7pm on the Friday before the event.

**4. ENTRY FEE:** Early birds if paid by 15/6/2009 \$ 245  
or after that if paid by 19/6/2009 \$ 270  
2<sup>nd</sup> Class or Machine an Additional \$ 50  
Entries paid by Credit Card will incur a fee of \$10.00.

Entry Fees INCLUDE GARAGE HIRE FEES

4.4.1 Payments by cash, cheque, direct debit & credit cards are accepted (No Amex or Diners).

4.4.2 Any fees for dishonoured cheques or credit cards will be the responsibility of the entrant.

4.4.3 Cheques are payable to St. George MCC.

**5. ENTRY PASSES:** Each competitor will receive 3 entry passes. Additional passes can be purchased before the event for \$15ea (Limit 10 per competitor). Anyone over 16yrs without an entry pass will be charged \$20 at the gate.

**6. CLASSES OF COMPETITION:** The following events will be held over 4 heats. With the 3<sup>rd</sup> heat being a combined scratch & handicap, i.e. results will be published for first past the post & separately for Handicap result. All Events are included in Series point scores.

- |     |                              |   |
|-----|------------------------------|---|
| 1)  | <b>600cc</b>                 | 600cc 4 cyl; 750cc 2 cyls; 675cc 3 cyls & 250GPs.   |
| 2)  | <b>600cc Clubsport</b>       | Pre 2003 600cc 4 cyl; 750cc 2 cyls; 675cc 3 cyls.   |
| 3)  | <b>Ladies Lites</b>          | Up to 500cc Female Competitors Only   |
| 4)  | <b>Ladies Unlimited</b>      | 500 to 1300cc Female Competitors Only   |
| 5)  | <b>125 &amp; Single Cyl.</b> | 125cc GPs, 250cc(No 250GPs) & Single Cylinders.   |
| 6)  | <b>Unlimited</b>             | 750-1300cc Fuel Injected 2,3&4 cyls   |
| 7)  | <b>Unlimited Clubsport</b>   | 750-1300 Carburettored 2,3&4 cyl 01/1996-12/2003  |
| 8)  | <b>Unlimited Retro</b>       | 750-1300cc for machines 1/1/1983 to 31/12/1995  |
| 9)  | <b>Unlimited V-Twin</b>      | V Twin Motorcycles.   |
| 10) | <b>400cc -Pro</b>            | 400cc machines as per MRRDA Pro Rules.  |
| 11) | <b>400cc- Stock</b>          | 400cc machines as per Formula 400 2009 Eligibility.   |
| 12) | <b>BEARS</b>                 | per Bears Rules. Scored by grade for HRJ's Series.<br>For Bears Club Championship scored Formula 1-5. |

**7. TIMETABLE:** Meeting Starts: Gates Open: 6.50am  
Scrutineering 7.00 to 8.00am Officials Sign-on: 7.45am  
Riders briefing: 8.00am Qualifying: 9.00am Racing: ASAP after Qualifying ends.

**8. CIRCUIT DESCRIPTION:** The events will be held on the 3.93kms hot mix bitumen circuit at Eastern Creek. The racing direction is anti-clockwise.

**9. RULES OF HANDICAP (Hcp) RACES**

9.1 **Series Points:** The Hcp Race is included in HRJ'S Series point scores.

9.2 **Qualifying:** Time Handicap (THcp) is based on your fastest lap time from either qualifying, first or second heat.

9.3 **Handicapping:** THcp is based on the slowest lap time of all competitors multiplied by 6 laps for the Hcp event i.e. your THcp is the (difference between slowest lap time & your lap time) then that time is multiplied by 6 laps.

9.4 **Races:** THcp will be held within the classes of competition listed in paragraph 6 above. For example if you enter Class 5 then your handicap race will be with those bikes in that class.

9.5 **The Winner:** The competitor with the fastest THcp race time will be the winner of each Hcp race.

**10. INSURANCE**

10.1 National Capital Benefits Scheme, which provides basic cover for death and permanent disability.

10.2 Personal Accident & Ambulance insurance is rider's responsibility.

**11. MEDICAL SERVICES:** Provided by Ambulance Australia. Being an FIV, Ambulance, 1 Paramedic and 2 Rescue Medical Technicians and shall be in attendance from 9am to 5pm on Sunday 28<sup>th</sup> June 2009.

**12. AWARDS & SERIES PRIZES:**

**12.1 ROUND PRIZES:** At each Round of the Honda RJays Interclub Road Race Series the following prizes will be awarded.

Place	Sponsor:	Prize:	Value
1 <sup>st</sup>	RJAYS Product – Helmet, Boots, Gloves, Back Protector		\$ 840
2 <sup>nd</sup>	Ducati Penrith	Voucher	\$ 200
2 <sup>nd</sup>	Eastern Creek Ride Day	Voucher	\$ 199
3 <sup>rd</sup>	Radguard Australia	Radiator Guard	\$ 195
4 <sup>th</sup>	Bendix Brakes	Brake Pads	\$ 170
5 <sup>th</sup>	Bendix Brakes	Brake Pads	\$ 170
6 <sup>th</sup>	Eagle Screens	Screen	\$ 150
7 <sup>th</sup>	MCA Supermarket	Regina Chain	\$ 130
8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup>	DP Brakes	Brake Pads	\$ 360
<b>Plus Sportsbike Vouchers for "D" grade winners in</b>			
Unlimited, 600cc, 400cc & Bears		4 x \$50 vouchers	\$ 200
Plus Sportsbike Vouchers for 2 Juniors		2 x \$50 vouchers	\$ 100
Plus	Trophies for 1st, 2nd & 3rd place in each Event.		

12.1.1 A competitor can only win one of each of the Round prizes during 2009, i.e. during 2009 if you win the fabulous Round 1 RJays Products then you are ineligible to win the RJays Products during 2009 and so on to each prize. This rule is only applicable to Round Prizes & has no effect on the Series Prizes.

12.1.2 Round Prizes will be awarded using the same scoring method as the Series Point Score, but will be based on the points scored for the round only.

12.1.3 For Round Prizes Rule 12.2.6 does not apply in that you do not have to supply an Official to be eligible for Round Prizes, but Officials Points awarded as per Rule 12.2.7 will be included when determining a tie in the Round Prize winners. If a tie still remains then Series Rule 12.2.4 & 12.2.5 will apply.

**12.2 SERIES PRIZES:** The 2009 Honda RJays Interclub Road Race Series will award the following prizes, total value \$18,266. Round Prizes total \$2,684.

Place	Sponsor:	Prize:	Value
1 <sup>st</sup>	Honda MPE	TBA	\$5,000
2 <sup>nd</sup>	St. George MCC	Cash	\$1,500
3 <sup>rd</sup>	Race Tech	Bike Setup	\$1,100
4 <sup>th</sup>	White Racing Products	Cash	\$1,000
5 <sup>th</sup>	Ficeda M/C Accessories	Shark Helmet	\$ 799
6 <sup>th</sup>	St. George MCC	Cash	\$ 750
7 <sup>th</sup>	Dragon Tyrewarmers	1 set Tyre Warmers	\$ 740
8 <sup>th</sup>	MCA Supermarket	1 pr Gaerne Boots	\$ 450
9 <sup>th</sup>	St. George MCC	Cash	\$ 500
10 <sup>th</sup>	Wayne Gardner Enterprises	Set Michelin Slicks	\$ 450
1 <sup>st</sup> to 10 <sup>th</sup>	Motul Oils	10 x \$200 Products	\$ 2000
11 <sup>th</sup>	Motorcycling Events Group	Superbike School	\$ 399
12 <sup>th</sup>	MCA Supermarket	Voucher	\$ 300
13 <sup>th</sup> to 15 <sup>th</sup>	Road Race Perf. Academy	RRPA Schools 3 x	\$ 300
16 <sup>th</sup>	Whites Racing Products	Mobile Tyre Stand	\$ 280
17 <sup>th</sup>	St. George MCC	Cash	\$ 250
18 <sup>th</sup>	Kelen Kawasaki	Voucher	\$ 200
19 <sup>th</sup>	John Stannas P/L.	Brake Hoses	\$ 200
20 <sup>th</sup>	Caringbah Motorcycle	Voucher	\$ 200
11 <sup>th</sup> to 20 <sup>th</sup>	RJays Visor Film Packs	10 x \$15	\$ 150
21 <sup>st</sup>	Radguard Australia	Radiator Guard	\$ 195
22 <sup>nd</sup>	Anderson Bike Stands	Bike Stand	\$ 180
23 <sup>rd</sup>	Muir Photography	Prints	\$ 175
24 <sup>th</sup> t	Eagle Screens	Screen	\$ 150
25 <sup>th</sup>	Rjays	Front Race Stand	\$ 140
26 <sup>th</sup>	RJays	Rear Race Stand	\$ 110
27 <sup>th</sup>	Tyrepliers	Kit	\$ 100

1 <sup>st</sup> Junior in Series:	1 set Sportsbike EVOLUTION Tyre Warmers.	\$ 600
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2 <sup>nd</sup> Junior in Series:	WRP Motofast Racing Suite	\$ 450
1 <sup>st</sup> Unlimited Class	Monza Imports 1 pr Dunlop Tyres	\$450

**CYCLE TORQUE - Official Media Sponsor for Series**

**Randon Prizes Whites Racing Products**

**10 sets Knee Scrapers \$ 350 To be allocated at random over the series.**

**OFFICIALS SPONSORS:**

Officials Prizes	Ducati Penrith	Voucher	\$300
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12.2.1 Prizes will be awarded based on points accumulated over four rounds, and will be awarded at the end of the fourth round.

12.2.2 Points will be awarded at each round on your place within your grade in each race run on the day, excluding Handicap Points which are base on THcp result. If due to lack of entries, grades are combined then the combined grades will be scored as one single event for this round. Series & class points & Trophies will be awarded as per finishing order for the combined grades.

12.2.3 Points in Series will be awarded to only one event including THcp per competitor on the day. If more than one event is entered by a competitor then the event scoring the highest points will be recorded in the Series results.

12.2.4 All scoring & points will be awarded as per MoMS. In the event of a points tie, MoMS 15.22.11.3 will apply. If this tiebreaker does not break the tie, FIM Road Racing World C'ship Grand Prix Regulation 1.28.7 will be applied.

12.2.5 In the event of a tie in the Series Pointscore that cannot be separated by the rules already included in the Supplementary Regulations then the awarding of prizes will be determined by a "Drawing from the Hat". The rules for the "Drawing from a Hat" are: the names of the tied competitors will be placed in a container, a name will be drawn by a party acceptable to the tied competitors & the first name drawn will choose their prize from the available prizes & so on until all tied competitors have received a prize or all prizes have been awarded.

12.2.6 Each competitor MUST supply at least ONE OFFICIAL at any one of the rounds & they must be nominated by 7pm Friday before round to be eligible for the Series Prizes. (N.B. You can ride all rounds without supplying an official but you will not be eligible to win series prizes).

12.2.7 **Points for Officials:** All Saturday officials and flaggies earn 10 Pts for their rider. Or 5 Pts if assisting with Catering or Scrutineering only.

12.2.8 A maximum of 2 officials per round count towards the Series prizes points score. (More officials are greatly appreciated but no extra points).

12.2.9 Each Competitor is responsible for their officials sign on before Saturday 8.20am & Sunday 7.45am and Officiate for the whole day to the satisfaction of the Chief Marshal.

12.2.10 If a competitor changes bikes during the year series points still accrue.

12.2.11 If a competitor is re-graded during the year the series points still accrue.

The class points still accrue if the rider remains in the same class.

**13. ENTRIES TO CONSTITUTE A CLASS**

13.1 Ten entries are required to constitute a class.

13.2 Should there be insufficient entries in any class, the decision to run, cancel, combine or separate classes will be at the discretion of the Promoter.

13.3 The promoter reserves the right of determining eligibility of any machine and to seed combination rider/machine into any event.

**14. RACE FORMAT:** All events will be held over 4 heats of 6 Laps.

14.1 All Competitors will compete in at least 4 races on the day, with the 3<sup>rd</sup> race being scored on a first past the post & separately on Handicap result.

**15. MACHINES & RIDERS:** All motorcycles, equipment & protective clothing must be scrutineered before practice & comply with Current MoMS.

**16. RIDING NUMBERS:** will be notified with final instructions.

16.1 Competitors will be allocated their MNSW registered riding number, or their preferred riding number, if entry is received by early bird discount date.

16.2 All numbers & plates on all machines must comply with the MoMS.

**17. GRID POSITIONS:** for heat 1 of each event will be from Qualifying.

17.1 Grids for each subsequent heat will be finishing order of the previous heat.

17.2 Any rider, for what ever reason, does not appear in the results of the previous heat will be grided at rear of grid for the next heat.

**18. RIDERS BRIEFING:** is Compulsory & will be held prior to the commencement of qualifying/racing & all competitors must attend.

18.1 Competitors must Sign On for Riders Briefing to confirm attendance.

18.2 Failure to attend Riders Briefing may result in a penalty up to exclusion from the meeting.

**19. DRUG and/or ALCOHOL TESTING:** As per MoMS.

**20. CODE OF CONDUCT:** As per MoMS.

**21. STARTS:** All races will be from a clutch start controlled by lights.

21.1 Your sighting lap will also be your warm-up lap.

**22. RACE FINISHES:** will be signalled by a waved chequered flag.

**23. NOISE:** All machines must comply with the requirements of the track licence being 94dba at 30 metres. You will be given one opportunity to correct the noise problem. A 2nd occurrence will result in exclusion from the meeting.

**24. SPECIAL NOTES AND WARNINGS:**

24.1 Machine impounding / Examination / Eligibility are at the discretion of the Steward/Clerk of Course.

24.2 Fuel is NOT available at Eastern Creek Raceway.

24.3 GARAGES and CARPORTS are available for the use of all competitors.

24.4 Fully enclosed footwear must be worn in Pit Land.

24.5 No non-competitor under 16 years of age may enter Pit Lane.



**Rd. 2 – Sunday, 28<sup>th</sup> June 2009**  
**EASTERN CREEK RACEWAY**

**Send Entries to:** **ST. GEORGE MCC** **Fax:** 02 9542 1550  
**PO BOX 124** **Phone:** 02 9521 3715 OR 0417 551 661  
**SUTHERLAND NSW 1499** **MA Permit:** 09/19059  
Early Bird entries closes: **MONDAY 15<sup>TH</sup> JUNE 2009** Entries close: **FRIDAY 19<sup>TH</sup> JUNE 2009.**

Entrant: \_\_\_\_\_ Entrants Licence No.: \_\_\_\_\_ Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**RIDER INFORMATION: (Please print all information in a legible style)**

Rider: \_\_\_\_\_ MA Lic. No.: \_\_\_\_\_ Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Registered Riding No. \_\_\_\_\_ or Preferred Riding No: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Grade: Please *circle your Grade:* **A B C D J** Club: \_\_\_\_\_

**MOTOR CYCLE INFORMATION:**

**Bike 1.** Make: \_\_\_\_\_ Model: \_\_\_\_\_ CC,s \_\_\_\_\_ No. Cyls \_\_\_\_\_  **Event No.**

**Bike 2.** Make: \_\_\_\_\_ Model: \_\_\_\_\_ CC,s \_\_\_\_\_ No. Cyls \_\_\_\_\_  **Event No.**

**MY FLAG MARSHAL / Other Official at this Round will be:**

Name: \_\_\_\_\_ Job: \_\_\_\_\_ Name: \_\_\_\_\_ Job: \_\_\_\_\_

NB: To be eligible for Prizes you must provide an Official for at least one round in 2009.

**PAYMENT DETAILS:** Cheques Payable to: **St. George MCC**

Entry Fee: (INCLUDES Garage Hire Fees) \$ **270.00**

Less: Early Bird Discount (Pre 15/06/2009) \$ **( 25.00)**

**Additional Class or Machine \$50.00 each** \$ **.00**

Extra Tickets (Limit 10) \_\_\_\_\_ @ \$15ea \$ **.00**

Plus: Fee of \$10.00 if paying by Credit Card \$ **.**

**TOTAL \$ .00**

**Please tick if paying by DIRECT DEBIT:**

Enter your "Surname" & "Riding No." on DD to appear on our bank statement.

ANZ Bank BSB 012-270 A/c No: 2315 33293

Charge my Credit Card (No Amex or Diners)

Cardholder Name: \_\_\_\_\_

Card No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiry date: \_\_\_\_/\_\_\_\_

Signature

**DON'T forget.** Entries received without payment are not valid until full payment is received.

Entries will be returned if payment is not received within 4 working days of receipt of entry.

**STATEMENT OF COMPLIANCE** – I have read, understand and agree to comply with these regulations, by-laws and instructions. By submitting this entry form, I confirm that I am completely aware of the mechanical specifications of the Motor Cycle which I have entered in this race and guarantee that this Motor Cycle conforms to all Rules stated in the Manual of Motorcycle Sport of MA.

Rider's Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/2009

Entrant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/2009

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2009



**PARTICIPANT DECLARATION**  
**CONTRACT TO PARTICIPATE IN THE HONDA RJAYS ROAD RACE SERIES RD.2**

**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 ST. GEORGE MCC MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by ST. GEORGE MCC, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by ST. GEORGE MCC by contacting ST. GEORGE MCC at PO BOX 124, SUTHERLAND NSW 1499 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): .....

SIGNATURE: ..... DATE: .....

PASSENGER(PRINT): .....

SIGNATURE: ..... 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: .....

SIGNATURE: ..... DATE: .....

**SCHEDULE 1.**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) St. George Motor Cycle Club
- 5) Australian Racing Drivers Club Ltd.
- 6) Eastern Creek International Raceway.
- 7)
- 8) Ambulance Australia
- 9)
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- 11) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SCHEDULE 2:**  
 SUNDAY, 28<sup>TH</sup> June 2009.

**SCHEDULE 3:**  
**EASTERN CREEK RACEWAY**