

PI Operations Pty Ltd

A.B.N 62 108 623 463
 RMB 500GP
 Back Beach Road
 Cowes - Victoria 3922
 Tel: +61 3 5952 2710
 Fax: +61 3 5952 3160
 Email: info@phillipislandcircuit.com.au
 Website: www.phillipislandcircuit.com.au



**MOTORCYCLE OPEN PRACTICE DAY
 FRIDAY 10TH JUNE 2016
 PHILLIP ISLAND GRAND PRIX CIRCUIT**

**Gates Open 8:00am
 On Track Hours: 9:05 – 17:00**

**Premises to be vacated by 18:00hours
 Mandatory Riders Briefing 9:00am**

MV PERMIT: TBA

PRACTICE DAY (Please tick✓)	Price	Qty	TOTAL
PRE – PAID ENTRY (1 Bike only) * Pre-Paid entries must be received by 12noon AEST on Thursday 9 th June 2016 * Must withdraw in writing prior to day to obtain refund	\$165.00	1	\$
PAY ON DAY (1 Bike only)	\$185.00	1	\$
ADDITIONAL BIKES (Per bike)	\$50.00		\$
PIT GARAGE	\$80.00		\$
PIT SHED (now powered)	\$70.00		\$
GRAND TOTAL			\$

(Practice Day Fee includes MV Rider Insurance Levy)

* Garages/Sheds paid for the weekend's **does not** include hire for Practice Day. If you are sharing a garage for the day, please ensure that **only one** rider pays the fee for the garage. **NO REFUNDS**

* Pre-booking recommended – availability not guaranteed

Name of Rider: _____ **Date of Birth:** _____ / _____ / _____

Address: _____

City: _____ **State:** _____ **Post Code:** _____

Telephone (BH): _____ **Mobile:** _____

E-mail Address: _____

MA Licence Number: _____ **State:** _____ **Expiry Date:** _____

Next of Kin: _____ **Relationship:** _____ **Phone:** _____

Name of Sidecar Passenger: _____ **Date of Birth:** _____ / _____ / _____

MA Licence Number: _____ **State:** _____ **Expiry Date:** _____

Next of Kin: _____ **Relationship:** _____ **Phone:** _____

BIKE DETAILS

BIKE No. 1

Race No.: _____ **Make, Model & Capacity of Bike:** _____

Category: _____ **Noise Level - must not exceed 95dB(A):** _____ **Maximum Speed:** _____

BIKE No. 2

Race No.: _____ **Make, Model & Capacity of Bike:** _____

Category: _____ **Noise Level - must not exceed 95dB(A):** _____ **Maximum Speed:** _____

BIKE No. 3

Race No.: _____ **Make, Model & Capacity of Bike:** _____

Category: _____ **Noise Level - must not exceed 95dB(A):** _____ **Maximum Speed:** _____

All applicants must hold a current Motorcycling Australia Racing Licence and the machines must comply with a maximum 95bB(A) noise test. Racing numbers must be displayed on all participating motorcycles. Withdrawals must be received in writing by the close of business on the day prior to the practice. PI OPERATIONS reserves the right to retain a portion of the entry fee.

COLLECTION STATEMENT

PI Operations Pty Ltd (ACN 108 623 463) and PI SBK Pty Ltd (ACN 108 623 730) (**we, our, us**) collect personal information when receiving competitor entries for events held at the Phillip Island Grand Prix Circuit and during the course of such events. The information collected includes the details provided on the front of this form, and may also include photographs and electronic images taken during the course of an event. The information you provide is collected by us for the purpose of processing your entry, event co-ordination, billing, providing you with products and services, conducting research, marketing and promotional activities, business processing activities, contract and event management, legal investigations (including investigations by WorkSafe Victoria) and responding to your enquiries. If you do not provide the information requested (or do not consent to its collection), we may be unable to process your entry and other requests. We will also share information about you with third parties including, but not limited to, law enforcement agencies, motorsport administrators, event promotion consultants, Circuit sponsors and service providers for these purposes. We are not likely to disclose the information to overseas recipients. We will not send promotional and marketing material to you for upcoming events if you ask us not to by selecting the unsubscribe option where applicable or by calling us or emailing us. You can refer to our Privacy Policy on our website www.phillipislandcircuit.com.au. The Privacy Policy contains more information about your right to access and seek the correction of the information we hold about you or to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Alternatively, you may direct any queries you may have in relation to the Privacy Policy or the use of information about you to: **PI Operations Pty Ltd, RMB 500GP, Cowes, Victoria, 3922, phone 03 5952 2710, email info@phillipislandcircuit.com.au or fax 03 5952 3160.**

Rider Signature: _____

Date: _____

Passenger Signature: _____

Date: _____

PAYMENT DETAILS

Cheque (Please make cheques payable to: **PI Operations Pty Ltd**) VISA MasterCard AMEX

I would like to pay by credit card and authorise the debit of the following card: Amount Payable: \$ _____

For security purposes; if you are paying by credit card please fax your booking form to 03 5952 3160

CARD NUMBER: _____ / _____ / _____ / _____ EXPIRY DATE _____ / _____

CARDHOLDERS NAME: _____ VER NO: _____

SIGNATURE: _____

Mail completed Practice Day Form, Indemnity & Payment to:
PI Operations Pty Ltd, Race Secretary, RMB 500GP, COWES VIC 3922

CONTRACT TO PARTICIPATE IN THE PHILLIP ISLAND PRACTICE DAY

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 recreational services 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. MA enters into this agreement on its own account and also as agent for the Indemnitees and my SCB in respect of each acknowledgment, consent, declaration, release and indemnity expressed in this agreement to be given by me to, or made by me in favour of, an Indemnitee (jointly or in an individual capacity) or my SCB.

2. DEFINITIONS

- In this declaration:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
 - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - "MA" means Motorcycling Australia Limited;
 - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - "Motorcycling Activity" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - "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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- 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:
 - that I may be injured, physically or mentally, and may be killed;
 - that my machinery or equipment may be damaged, lost or destroyed;
 - that competitors may ride dangerously or with a lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - 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;
 - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

4. WAIVER

1. Victoria: Under the Australian Consumer Law and Fair Trading Act 2012 (Vic), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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; and
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you.

Warning Under the Australian Consumer Law and Fair Trading Act 2012: If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, 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" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Vic): By signing this form, you agree that the liability of MA and the Indemnitees for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012 (Vic)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded. For the purposes of this clause 4, "the Supplier" shall mean and include the Indemnitees.

2. Commonwealth: A supplier of recreational services or recreational activities is entitled to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).

Exclusion of rights under the Competition and Consumer Act 2010 (Cth): By signing this form, you agree that the liability of MA and the Indemnitees in relation to recreational services (as that term is defined in s139A of the Competition and Consumer Act 2010 (Cth)) for any:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(A) that is or may be harmful or disadvantageous to you or the community;

(B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Note: The change to your rights does not apply to a significant personal injury suffered by you that is caused by the reckless conduct of the supplier of the recreational services. The supplier's conduct is reckless conduct if the supplier is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and engages in the conduct despite the risk and without adequate justification.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

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

8. MEDICAL

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.

10. PRIVACY

MA, my SCB and PI Operations Pty Ltd collect, use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and also including but not limited to disclosing your personal information for the purpose of administering the Event or for other marketing purposes. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au/.

11. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

a) I ACKNOWLEDGE that:

- If I am injured, become ill or die at or following the Event the services engaged to provide medical services 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;
 - 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
 - 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 a participant in the Meeting I consent and agree that MA and my SCB:
- may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - 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;
 - 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 MA's 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.

12. POLICIES AND REGULATIONS

I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.

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.

13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by PI Operations Pty Ltd and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to PI Operations Pty Ltd using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote PI Operations Pty Ltd or the Event.

SCHEDULE 1:

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Victoria
- PI Circuit Pty Ltd (ACN 108 623 052)
- PI Operations Pty Ltd (ACN 108 623 462)
- PI Visitor Centre Pty Ltd (ACN 108 623 043)
- PI Graydens Pty Ltd (ACN 108 623 070)
- PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089)
- Fox Group Holdings Pty Ltd (ACN 058 015 777)
- Linfox Property Group Pty Ltd (ACN 058 015 642)
- 265 Ingles Street Pty Ltd (ACN 099 640 954)
- Event Paramedics

13) 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

14) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Phillip Island Practice Day, 10th June 2016 – Open Practice Day.

SCHEDULE 3:

Phillip Island Grand Prix Circuit, Cowes - Victoria

**SIGN
HERE**

14. EXECUTION 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: _____

15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE (SEE REVERSE SIDE)

I/WE _____ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:



PARTICIPANT DECLARATION

Motorcycling Australia
PO Box 134, South Melbourne 3205
T: 9684 0500, F: 9684 0555 E: eventsadmin@ma.org.au

- 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:** _____