



MOTORCYCLING TASMANIA INC.

THE CONTROLLING BODY OF MOTORCYCLE SPORT IN TASMANIA
(AFFILIATED WITH MOTORCYCLING AUSTRALIA LTD)

2009 STATE MOTOCROSS CHAMPIONSHIPS

Round 1 28 th & 29 th March 2009 – Presented by CMXC, Penguin Contact: Race Secretary Maureen Greenwood, Box 3022 MDC, Ulverstone TAS 7315	Entries Close 13/3/09	Deadline/Entries no longer accepted 20/3/09
Round 2 3 rd May 2009 – Presented by STMCA, Oatlands Contact: Race Secretary Judi Cawthorn, PO Box 279, Margate TAS 7054	Entries Close 18/4/09	Deadline/Entries no longer accepted 25/4/09
Round 3 6 th & 7 th June 2009 – Presented by LMSC Contact: Race Secretary Katrina Bowerman, PO Box 90, Railton TAS 7305	Entries Close 22/5/09	Deadline/Entries no longer accepted 29/5/09
Round 4 4 th & 5 th July 2009 – Presented by ECMXC Contact: Race Secretary Anne Franks, PO Box 315, St Helens TAS 7216	Entries Close 20/6/09	Deadline/Entries no longer accepted 27/6/09
Round 5 1 st & 2 nd August 2009 – Presented by CHMCC Contact: Race Secretary Kathy Monson, PO Box 233, Smithton TAS 7330	Entries Close 18/7/09	Deadline/Entries no longer accepted 25/7/09

Extra copies of supp regs can be found on Motorcycling Tas website, www.mtas.org.au or your club secretary.

IMPORTANT

PLEASE READ, FILL IN AND SIGN THE ATTACHED INDEMNITY FORM AND ENTRY ALSO TICKING WHICH EVENT AND CLASS/ES YOU WISH TO PARTICIPATE IN (EXTRA CLASS FEE APPLIES)

PLEASE READ THE SUPPLEMENTARY REGULATIONS ON THE BACK OF THIS SHEET.

PLEASE RETURN THE COMPLETED ENTRY AND INDEMNITY FORMS AND YOUR CORRECT ENTRY FEE (Do not send cash!).

NO LATE ENTRIES WILL BE ACCEPTED

ALL RIDERS MUST SUPPLY A FLAG MARSHALL – RIDER LICENCES WILL BE HELD UNTIL FLAGGING DUTY HAS BEEN PERFORMED

Entries to be mailed to RACE SECRETARY and not Motorcycling Tasmania

SUPPLEMENTARY REGULATIONS

The competition will be held under the General Competition Rules of Motorcycling Australia and these Supplementary Regulations apply and any final instructions:

1. LICENCE: Current M.A. National Competition Licence plus proof of current Club Membership e.g. Card Receipt etc.

2. TIMES: **1 Day Event** Scrutineering: 6.30am – 7.45 am Briefing: 8.00am **Attendance Compulsory**

2 Day Event Saturday – Scrutineering: 6.30am – 7.45am Briefing: 8.00am **Attendance Compulsory**

Sunday – Sign on: 7.30am – 8am

All Events Practice: Immediately after briefing. Racing: Immediately after practice

Late arrivals may be considered at discretion of Clerk of Course.

Track will be closed 8 (eight) clear days prior to meeting.

3. ENTRY FEES: Entries received by Closing Date: **1 Day Event** Senior: \$45.00 Junior: \$40.00
2 Day Event Senior: \$90.00 Junior: \$80.00
Entries received by Deadline Date: **1 Day Event** Senior: \$65.00 Junior: \$60.00
2 Day Event Senior: \$130.00 Junior: \$120.00
All Rounds - Extra class Fee Senior \$10.00 Junior \$5.00

Entry fees include \$5 Ambulance Levy.

Entry fee includes gate fee. Riders licence or Gold Pass MUST be shown at gate or gate fees apply.

4. ENTRIES CLOSE: Mail received by date shown on front sheet and should be posted with correct fee to: Comp. Secretary as per address on front sheet. **Telephoned, Faxed or e-mailed entries will not be accepted.**

5. GATE FEE: Adults: \$5.00 for 1 day or \$10.00 for 2 days Children: \$2.00 Children under 14 yrs FREE.

6. STARTS: Will be as per GCR's. Self penalising gates with 30 second board. Competitors may work on start gates in front or behind with boots and hands only at Starter discretion, no implements to be used. 1 person only per rider is permitted in start area, and must vacate 2 mins prior to race. 2 minute rule applies Pegs drawn for 1st moto then in order of finish even if classes are combined

7. PITS: Are only open to riders, mechanics and officials. Machines are not to be ridden in or outside the designated pit area. NO SMOKING, NAKED FLAME OR ALCOHOL IN PITS. No pushbikes, scooters, etc allowed. No open footwear.

8. MACHINES: (Number, plate colours) and clothing must conform to GCR's and MTAS Bylaws. Machines, licence clothing, helmet, boots must be presented at scrutineering. Log Books to be presented at scrutineering by both Juniors and Seniors.

9. BACK NUMBERS: ALL COMPETITORS must wear a corresponding number on their back & be presented at scrutineering.

10. CHANGE OF MACHINE: Will be permitted only if the Clerk of Course, Steward and Lap scorers are notified prior to the event, numbers should be changed if possible.

11. PERSONAL ACCIDENT INSURANCE: Schemes do not operate in Tasmania and if required are the responsibility of rider. The M.A. Capital Insurance Policy and Public Liability Insurance applies.

12. DRUG TESTING: All competitors and officials are advised that as part of the MA drug education program drug testing may take place at this event in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency. If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sports Hotline 1800 020506. Random Breath Testing may take place at anytime. **THE READING IS .000**

13. AMBULANCE FEES These are the responsibility of the person requiring the travel.

14. FLAG MARSHALS: ***ALL RIDERS MUST SUPPLY A FLAG MARSHAL.*** Positions will be given out at scrutineering. The meeting will be conducted over three motos plus practice. In the case where Flag Marshals do not perform their duties as allocated under the conditions of these Supplementary Regulations, the relevant RIDER'S POINTS ARE VOIDED FOR THE PREVIOUS MOTO.

15. DOGS: NO dogs are permitted at any MTAs sanctioned event. Any dog must be removed from the complex, except if a guide dog.

16. THE CLUB/PROMOTER: Reserves the right to cancel, postpone, or abandon and races may be added altered, or deleted by the club in consultation with the steward/s.

17. FUEL: As per G.C.R.'s

18. EXTRA MOTOS: If a class exceeds one full grid, extra motos will be run over 15 minutes with all riders points being carried forward to be counted towards the Championship.

19. CODE OF CONDUCT: Any person (rider, spectator, mechanic, official, etc) attending any Motorcycling Tasmania meeting must abide by the code of conduct as per the G.C.R's. Penalties apply for those who do not abide by the code.

20. NOISE TESTING: Noise testing will be conducted, penalties will apply.



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OFFICIAL ENTRY FORM TASMANIAN MOTOCROSS CHAMPIONSHIPS 2009

Event	Tick Event Entering	Payment included
Round 1 – Penguin (2day event) 28&29/3/09	♣	\$ 90.00
Round 2 – Oatlands (1 day event) 3/5/09		\$
Round 3 – Bridport (2 day event) 6&7/6/09		\$
Round 4 – St Helens (2 day event) 4&5/7/09		\$
Round 5 – Smithton (2 day event) 1&2/8/09		\$

Rider Details:

NAME **Kaine Bowerman** RACING No **41**

ADDRESS **696 Sunnyside Road Sunnyside 7305** MA Nat Lic No **158407**

..... MA Lic Exp Date **20/02/10**

PHONE NO. **0448 673 300** Lic Club **CMXC**

DATE OF BIRTH **29/10/91** Club Exp Date.. **31/12/09**

MACHINE.....**KTM**..... CAPACITY **250F** GRADE (Seniors only)

ENTRANT (Sponsor) ENTRANT'S MA Lic No.

Please tick the class you wish to enter:

PEEWEE A 7-U9 YEARS DIVISION 2	
PEEWEE B 4-U9 YEARS DIVISION 1 NON COMPETITIVE	
60CC & 65CC 8-U10 YEARS	
60CC & 65CC 10-12 YEARS	
80CC & 85CC 9-U12 YEARS STANDARD WHEEL	
80CC & 85CC 12-U14 YEARS STANDARD & BIG WHEEL	
80CC & 85CC 14-U16 YEARS STANDARD & BIG WHEEL	
100CC & 125CC & 250CC 4 STROKE 13-U16 YEARS	
SENIOR PRO-LITE OPEN 125CC 2 STROKE & 250CC 4 STROKE	
SENIOR PRO-LITE B GRADE	
SENIOR PRO-LITE C GRADE	
PRO-OPEN OVER 125CC 2 STROKE & OVER 250CC 4 STROKE	
PRO B GRADE	
PRO C GRADE	
CLUBMAN ALL POWERS	

I have read, understand and agree with the contents of this document and SUPPLEMENTARY REGULATIONS.

Signed:...*KJBowerman*.....Date: **11/03/09**

If rider is under 18 years of age Parent/Guardian to sign:

Name: **Katrina Bowerman** Signature: *KJBowerman* Date: **11/03/09**

THE INDEMNITY FORM MUST BE COMPLETED AND RETURNED FOR YOUR ENTRY TO BE ACCEPTED.

****ADDITIONAL CLASS FEES APPLY****

****LATE ENTRY FEE APPLIES****



CONTRACT TO PARTICIPATE IN THE TASMANIAN MOTOCROSS CHAMPIONSHIPS 2009

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]

Kaine Bowerman _____

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.

2. DEFINITIONS 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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.

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

I hereby consent to the collection of my personal information by the Promoter/Event Organiser Here, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Add Event Organiser Here, 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 contacting 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.

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:

- 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.

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.

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Tasmania Inc
- 4) Circular Head Motocross Club, Southern Tas Motorcycle Assoc, Launceston Motorcycle Club, Coastal Motocross Club, East Coast Motocross Club
- 5) As Above
- 6) DPIWE, B&L Fish, Forestry Tasmania, Rough Riders Assoc Inc, Wes Singline
- 7) All Motorcycling Tasmania sponsors
- 8) St Johns Ambulance, Ambulance Private, Safe/Harnish McGovern
- 9) 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:

5 rounds – dates and times as per series supp-regs

SCHEDULE 3:

Briant Park, Smithton; Interlaken Road, Oatlands; Santarena Park, Bridport; Blackwood Park, Penguin; Bar 20, Goshen.

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

I/WE **KJ Bowerman** _____ 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 KJBowerman _____ **SIGNATURE** KJBowerman _____ **DATE:** 11/03/09 _____