

The Coastal Motocross Club

Proudly Presents

THE 2009

The logo for 'joinery dotcom' is displayed in a red rectangular box. The word 'joinery' is in white lowercase letters on a red background, and 'dotcom' is in red lowercase letters on a white background.

PRO – MOTO-X

Round 1	26 th April 2009	Pre Entries Close 19/4/09
Round 2	10 th May 2009	Pre Entries Close 3/5/09
Round 3	14 th June 2009	Pre Entries Close 7/6/09
Round 4	12 th July 2009	Pre Entries Close 5/7/09
Round 5	16 th August 2009	Pre Entries Close 9/8/09

Contact: Race Secretary

Maureen Greenwood, Box 3022 MDC, Ulverstone TAS 7315

Telephone: 0409 549 577

Extra copies of supp regs can be found on Coastal Motocross Club website,
www.cmxc.org.au

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!).

ENTRIES WILL BE AVAILABLE ON THE DAY

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 CMXC

“Supported By”

*Shearwater Motorcycles - City Bike Centre - North West Motorcycles
Motorcycle Scene - Circular Head Motorcycles
Steve Cramer Products - Wayne Gardner Enterprises*

The Coastal Motocross Club

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 Club Membership e.g. Card Receipt etc. OR One day competition Licence and one day club membership. This is a “Closed Club Event”
2. **TIMES:**

Scrutineering:	6.30am – 8.30 am	
Briefing:	8.45am	Attendance Compulsory
Practice:	Immediately after briefing.	
Racing:	Immediately after practice	
3. **ENTRY FEES:**

	Senior: \$20.00	Junior: \$10.00
Extra class Fee	Senior: \$10.00	Junior: \$5.00
4. **STARTS:** Will be as per GCR's. It will be self penalising gates & 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
5. **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.
6. **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 are to be presented at scrutineering by both juniors and seniors.
7. **BACK NUMBERS:** ALL COMPETITORS must wear a corresponding number on their back & be presented at scrutineering.
8. **CHANGE OF MACHINE:** Will be permitted only if the Clerk of Course, Steward and Race Secretary are notified prior to the event, numbers should be changed if possible.
9. **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 apply.
10. **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**
11. **AMBULANCE FEES** These are the responsibility of the person requiring the travel.
12. **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.
13. **CANTEEN HELPERS** Positions will be given out at scrutineering.
14. **DOGS:** NO dogs are permitted at any MTas sanctioned event. Any dog must be removed from the complex, except if a guide dog.
15. **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.
16. **CODE OF CONDUCT:** Any persons attending meeting must abide by the code of conduct as per GCRs. Penalty's apply for persons who break this rule.
17. **NOISE TESTING:** Noise testing will be conducted, penalties will apply.

The Coastal Motocross Club

OFFICIAL ENTRY FORM

Event	Tick Event Entering	Payment included
Round 1 – 26 th April 2009		\$
Round 2 – 10 th May 2009		\$
Round 3 – 14 th June 2009		\$
Round 4 - 12 th July 2009		\$
Round 5 – 16 th August 2009		\$

Rider Details:

NAME..... RACING No

ADDRESS MA Nat Lic No

..... MA Lic Exp Date.....

PHONE NO..... DATE OF BIRTH.....

MACHINE.....CAPACITY.....GRADE.....

Please tick the class & grade you wish to enter:

CLASS	Grade	Grade	Grade
	A	B	C
PEEWEE B 4-U9 YEARS DIVISION 1 NON COMPETITIVE			
PEEWEE A 7-U9 YEARS DIVISION 2			
60CC & 65CC 8-U10 YEARS			
60CC & 65CC 10-12 YEARS			
85CC 2st & 150CC 4st 9-U12 YEARS STANDARD WHEEL			
85CC 2st & 150CC 4st 12-U14 YEARS STANDARD & BIG WHEEL			
85CC 2st & 150CC 4st 14-U16 YEARS STANDARD & BIG WHEEL			
100CC & 125CC & 250CC 4 STROKE 13-U16 YEARS			
SENIOR PRO-LITE 125CC 2 STROKE & 250CC 4 STROKE			
PRO-OPEN OVER 125CC 2 STROKE & OVER 250CC 4 STROKE			
LADIES – ALL POWERS - NO GRADING			
OVER 35 – ALL POWERS - NO GRADING			

Grading in all classes will depend on the number of entrants

The Coastal Motocross Club

PROPOSED RACE FORMAT

Pee wee Div 1 - Non Comp – Multiple Moto's on small track plus at least
One on the main track if weather permits

Pee wee Div 2 - 3 x 7 mins + 1 lap
65cc 8-u10 & 10-12 – 3 x 7 mins + 1 lap
85cc 9-u12 – 3 x 10 mins + 1 lap
85cc 12-u14 & 14-u16 – 3 x 10 mins + 1 lap
100cc & 125cc & 250cc 4 Stroke – 3 x 12 mins + 1 lap

Ladies – All Powers - 3 x 10 mins + 1 lap
Over 35 – All Powers - 3 x 10 mins + 1 lap

Pro Lites & Pro Open
Round 1- 15mins + 1 lap

Round 2 - 10mins + 1 lap
Once 1st rider crosses finish line gate will drop 5 mins later for
Round 3 - 10mins + 1 lap

Round 4 -15mins + 1 lap

Series Senior Prize Money

Ladies All Powers	-	1 st - \$500	2 nd - \$300	3 rd - \$200
Over 35 All Powers	-	1 st - \$500	2 nd - \$300	3 rd - \$200
Pro Lites	A	1 st - \$1500	2 nd - \$900	3 rd - \$500
	B	1 st - \$500	2 nd - \$400	3 rd - \$300
	C	1 st - \$200	2 nd - \$150	3 rd - \$100
Pro Open	A	1 st - \$1500	2 nd - \$900	3 rd - \$500
	B	1 st - \$500	2 nd - \$400	3 rd - \$300
	C	1 st - \$200	2 nd - \$150	3 rd - \$100

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

Signed:.....

Date:.....

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

Name:Signature:Date:

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

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE CMXC PRO MOTO-X 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]

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:

- "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;
- "Indemnities" 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 Activities" 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 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;
- 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. 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 Indemnities'.

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 Indemnities' 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 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.
- 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.
- 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 Indemnities' will continue to rely upon this declaration as evidence of my fitness and ability to participate.

- 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.

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 Monlague 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:

- I ACKNOWLEDGE that:
 - 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;

- 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).
- IN CONSIDERATION of my acceptance as an entrant 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 the MA Privacy Policy.
 - 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.

- 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:

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Tasmania Inc
- Coastal Motocross Club
- As Above
- Forestry Tasmania
- All Motorcycling Tasmania sponsors
- St John's Ambulance

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

- 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:

Blackwood Park, Penguin

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

- 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnities in the same manner and to the same effect as if I/W/E were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

**SIGN
HERE**