**Smarter Than Smoking Bridgetown Scramble**

**27th September 2015**

*SUPPLEMENTARY REGULATIONS*

**VENUE: Orange Grove Farm, Mokerdillup Rd, Bridgetown, WA**

**Permit Holder VinduroWA PERMIT NO: TBA TRACK LICENCE NO: TBA**

**INDEMNITY**

**MOTORCYCLE RACING IS DANGEROUS AND CAN RESULT IN INJURY TO COMPETITORS**

**AND DAMAGE TO MACHINERY**

These supplementary regulations and attached entry form are important documents, which affect

your legal rights and obligations. Read these documents carefully and do not sign the ENTRY

FORM for this competition unless you are completely satisfied that you understand the contents

**and agree to be bound by them.**

1. **ANNOUNCEMENT & JURISDICTION**The VinduroWA known as the PROMOTOR will conduct an INTERCLUB meeting in accordance with the GENERAL COMPETITION RULES OF MOTORCYCLING AUSTRALIA (GCR’S), these supplementary regulations & any additions or amendments approved by MWA. This event is open to holders of a Junior or Senior National Licence.
2. **OFFICIALS**

Officials are appointed with the approval of MWA. Control will be under the Clerk of Course with the supervision from the Steward/s of the meeting who reserve the right to alter, postpone or cancel all or part of the event program if required without notice.

The Steward is appointed by MWA.

Steward : Greg Banfield   
 Clerk of Course: Steve Melvin   
 Race Secretary: Alison Melvin   
 Machine Examiner: Dale James

1. **ELIGIBLE CLASSES & EVENTS**
   1. **CLASSES**

Four Stroke all eras, all power

Pre75 125cc

Pre75 up to 263cc

Pre75 over 263cc

over 60, all era’s

Sidecars, all era’s

Pre85, all powers

Pre90 A grade

Pre90 B Grade

headlight class enduro bikes only, all eras

**All classes subject to nomination. Classes may be combined or cancelled according to entries received.**

* 1. **EVENTS**

Pre75 125cc 3 Laps 4 Rounds (time permitting)

Pre75 up to 250cc 3 Laps 4 Rounds (time permitting)

Pre75 over 250cc 3 Laps 4 Rounds (time permitting)

over 60, All era’s 3 Laps 4 Rounds (time permitting)

Sidecars, all era’s/powers 3 Laps 4 Rounds (time permitting)

Pre85 All Powers 3 Laps 4 Rounds (time permitting)

Four Stroke, all era’s/powers 3 Laps 4 Rounds (time permitting)

Pre90 A grade 3 Laps 4 Rounds (time permitting)

Pre90 B Grade 3 Laps 4 Rounds (time permitting)

Headlight class all era’s/powers 3 Laps 4 Rounds (time permitting)

Pre75 all Powers consolation 5 Laps 1 Round (if needed)

Pre75 Bridgetown Scramble 6 Laps 1 Round

Pre90 Bridgetown Scramble 6 Laps 1 Round

Lunchtime Pony Express 4 Laps Novelty event teams of 4 riders

Sponsored by Smarter than Smoking, Healthways. Race order to be determined after receipt of entries

1. **MINIMUM/MAXIMUM RIDERS**

**The maximum number of entries that will be accepted per class is 30 riders.**The minimum number of riders to constitute a class is **5 riders.**

Classes may be combined or cancelled to suit entries received.

1. **ENTRY FEES AND CONDITIONS**
   1. **CLOSING DATES FOR ENTRIES**Pre-Entries will close Friday 18th September 2015. This is to allow for a Programme to be assembled
   2. **event entries will be taken on the day (27th)**
   3. **ENTRY FEES**Entry Fee is $30.00 plus one event licence ($60.00) if required. All riders must be members of either VMXWA, ClassicMXWA or VinduroWA. One event membership ($15.00) will be available on the day.
2. **MACHINE EXAMINATION**

Pits will open at 3:00pm

**Machine Examination from 3:00pm to 5:00pm Saturday 26th September 2015**

**And from 07:30am Sunday 27th September**

**All competitors must present themselves with their MA Licence, and full riding gear for inspection.**

**Any machine not presented with all of the above requirements will be rejected!  
ALL MACHINES MUST CONFORM TO THE GCR’S**

1. **NOISE TESTING**

To ensure compliance with GCR’s and local environment regulations regular noise testing may be

conducted at Motorcycling WA events. Machines may be tested for noise at this event. Please ensure your machine is fitted with an effective muffler and all after-market exhausts meet the maximum noise levels as per GCR regulations.

1. **RACE CONDITIONS**

The promoters reserve the right to postpone, cancel or change the program if necessary with MWA

approval prior to the meeting or with permission from the Steward on the day of the meeting.

Control will be under the Clerk Of Course with supervision from the Steward.

* 1. **RIDERS MEETING**

A riders meeting will be held at 8:20am **SHARP**. All riders must attend.

* 1. **PRACTICE**

Practice will commence at 8.30am on the day for all capacity classes. Maximum of 3 laps time permitting.

* 1. **START METHOD**Elastic band, or green flag

**Riders to be in the start gates for the next race as soon as practical**.

* 1. **FINISH METHOD**

A one-lap board will be displayed to the riders indicating when one lap remains. The chequered flag is displayed to signal the race is finished.

* 1. **PROTESTS**

All protests shall be in writing and accompanied by a fee of $70.00 and must be in accordance with the Manual of Motorcycle sport. (refer GCR’s)

1. **AWARDS**

**Trophies will be awarded in certain events**

1. **FIRST AID**

Ambulance personnel will be in attendance.

It is a condition of entry that First Aid **MUST** be accepted wherever deemed necessary by the attending first aides. The Steward of the day has the right to refuse further racing of a rider if first aide requirements are not adhered to.

* 1. **INJURIES**

Riders transported to hospital must obtain a medical clearance which is to be produced on demand at the next race meeting.

* 1. **AMBULANCE COVER**

All riders are reminded that ambulance cover is compulsory as a condition of your licence. Cover must be maintained for the duration of your licence.

1. **FLAGS**

Please assist in the provision of flag marshalls if possible.

1. **NO HASSLE POLICY**

Any rider or entrant or person associated with the rider or entrant shall conduct themselves in an orderly

manner. A rider shall be responsible for his own conduct and that of any person with whom he is

associated. Anyone who abuses or threatens personally or physically any official or any other person

present at the event shall lie deemed to be in Breach of this rule.

The Steward for a breach of this rule may impose **PENALTIES** on the day of this meeting i.e.:

\*Reprimand or warning.

\*Fine.

\*Expulsion from the meeting.

All breaches will be reported to MWA for possible further action.

1. **RIGHT TO USE IMAGE**

It is a condition of entry that consent is given by the rider/entrant and/or parent/guardian for all the

photographs and electronic images (including moving images) that may be taken during the event by

or on the behalf of the promoter or with the permission of the promoter. All images are the property of

the promoter and will only be used in accordance with the Motorcycling Australia members policy and

for the purposes of promotional or other purposes without consent being required.

1. **GENERAL RULES**
   1. No alcoholic beverages allowed in pits or racing circuit.
   2. There will be no riding of bikes other than on the track.
   3. Machines must be pushed to and from vehicles and in and out of the pits. Engine may be running to assist.
   4. Dogs will not be permitted (except guide dogs).
   5. Enclosed footwear must be worn in the pits at all times.
   6. NO quads or scooters permitted within the pits.
   7. This is a Smoke Free Event

**This event is sponsored by Healthways and is a Smoke Free Event. Please no smoking on the property**

1. **TIME SCHEDULE**

**MACHINE EXAMINATION 3:00PM to 5:00PM Saturday 07:30AM Sunday  
  
RIDERS MEETING 08.20AM  
PRACTICE 08.:30AM  
FIRST RACE 09:00AM  
PRESENTATIONS Following final event.**

1. **ENQUIRIES**Nick Maxfield Barry Mitcheson   
   Mobile 0427 603 182 phone 9498 3925

**VinduroWA email: enquiries@vindurowa.com**

1. **FACILITIES**

Camping available

Toilets

Bring your own water

**OFFICIAL ENTRY FORM**

**Mail completed entry & declaration form to the Race Secretary 19 Oban Loop Bedfordale WA 6112, or email enquiries@vindurowa.com**

**DETAILS OF EVENT HERE, NAME DATEVENUE**

**RIDER DETAILS**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| First Name: | | | | Surname: | | | | | Date of Birth: |
| Postal Address: | | | | | | | Suburb: | | |
| State: | Post Code: | Phone: ( ): | | | | | Mobile: | | |
| Email: | | | | | MA Lic. No: | | | MA Lic. Expiry Date: | |
| Next of Kin: | | | Relationship: | | | | Contact Phone No: | | |
| Club: | | | | | | Your MWA registered Competition Number: | | | |

**PASSENGER DETAILS (Sidecar Only)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Name: | | | | Surname: | | | Date of Birth: |
| Postal Address: | | | | | | Suburb: | |
| State: | Post Code: | Phone: ( ): | | | | Mobile: | |
| Email: | | | | | MA Lic. No: | | MA Lic. Expiry Date: |
| Next of Kin: | | | Relationship: | | | Contact Phone No: | |

**RIDERS MACHINE DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bike** | **Make** | **Model** | **Capacity** | **Class(es) Entered** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

**ENTRY FEES**

|  |  |  |
| --- | --- | --- |
| **Solo/Sidecar** Entry Fee | $30.00 | $30.00 |
| MA one meeting competition licences $60.00 must be a club member Refer GCR’s | $ 60.00 |  |
| **Total:** | | $ |

**PAYMENT DETAILS**

Cheque/money order Direct Debit **Payable to VinduroWA, postal address 19 Oban loop Bedfordale, WA 6112**

**Direct Debit BSB 633 000 Acct 153873740 email enquires@vindurowa.com**

**CONTRACT TO PARTICIPATE IN THE 2015 Smarter than Smoking Bridgetown Scramble**

**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:

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.

g) “Historic Competition Motorcycle Club of WA Inc.” means HCMC 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;

vii) 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.

c. 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.

d. 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.

**6. 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.

**7. PRIVACY**

I hereby consent to the collection of my personal information by the. MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by 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 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.

**8. 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.

**9. POLICIES AND REGULATIONS**

a 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.

b. 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 Ant-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.

**10 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 the HCMC and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further I consent to the HCMC using my name, image, likeness and also my performance in the event, at any time, by any form of media, to promote the HCMC or the event..

**11 SCHEDULE 1:**

1) Federation Internationale de Motocyclisme

2) Motorcycling Australia Ltd

3) Motorcycling Western Australia Inc.

8) 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

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

**12 SCHEDULE 2:**

As per Supp Regs

**13 SCHEDULE 3:**

**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.

**SIGN HERE**

**NAME (PRINT): SIGNATURE: DATE:**

**PASSENGER (PRINT): SIGNATURE: DATE:**

**15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE.**

**I/WE** 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:**

**PASSENGER’S PARENT/GUARDIAN: SIGNATURE DATE:**