



**SHANNONS AUSTRALIAN HISTORIC
ROAD RACING CHAMPIONSHIP**

9th -11th November 2018

STATE MOTORCYCLE SPORT COMPLEX BROADFORD VICTORIA

SUPPLEMENTARY REGULATIONS

Conducted under the jurisdiction of Motorcycling Australia Limited

VERSION 2 DATE

Updates in Green

EVENT: SHANNONS AUSTRALIAN HISTORIC
ROAD RACING CHAMPIONSHIP

DATE: 9th - 11th November 2018

VENUE: State Motorcycle Sport Complex
260 Strath Creek Road Broadford Victoria

TRACK LICENCE NUMBER: 00292

EVENT CONTACT: Entry Enquires – presidentprestonmcc@gmail.com
or Bruce Hill 0404 158 168

EVENT KEY OFFICIALS

Steward	Trevor Franklin
Clerk of Course	John Painter
Assistant C o C	Tony Bolin
Race Secretary	Brendan Ferrari
Assistant R S	Lauren Weaver
Chief Scrutineer	Eric Saunders
Eligibility Scrutineer	Gavin Cosway



ANNOUNCEMENT

The Preston Motorcycle club, hereafter called the Promoter will conduct the 2018 Shannons Australian Historic Road Racing Championship for **Period 1-6 Solo Machines and Period 3-5 Sidecars** at the State Motorcycle Sport Complex at 260 Strath Creek Road Broadford Victoria 3658, on 9th, 10th & 11th of November 2018.

1. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Australia which has issued the Motorcycling Australia Permit Number 1958 and is open to holders of current Motorcycling Australia Senior National and One Event Competition Licences. One Event Licences will **NOT** be sold on the day and competitors are advised to organise their licences in advance via the following:

One Event Licences will be valid from 9 November 2018 – 11 November 2018.

If you have a Ridernet ID from a previous competition licence, coaches licence, or an officials licence

- Visit <http://bit.ly/Ridernet-Member-Login>
- Sign In using your Ridernet ID and Password
- Once logged in, choose Events – Available Events
- Select Event Type: National
- Choose 2018 Shannons Australian Historic Road Racing Championship – Get a One Event Licence
- Complete Payment – a receipt will then be emailed to you

Please Note: *this is not an event entry; entry will need to be completed via www.historics.org.au*

If you have never had a Ridernet ID:

- Visit <http://bit.ly/Ridernet-Member-Login>
- Under Become a Member - Click Purchase a Licence
- Choose One Event Competition Licence
- Create an MA Profile by clicking Register
- Enter your details
- Select Event Type: National
- Choose 2018 Shannons Australian Historic Road Racing Championship – Get a One Event Licence
- Complete Payment – a receipt will then be emailed to you

Please Note: *this is not an event entry; entry will need to be completed via www.historics.org.au*

Competitors must provide the following to the Race Secretary at Sign-On to validate the One Event Licence:

- proof of practical competence*
- proof of knowledge of the rules
- proof of a club membership
- ambulance cover

*To prove competency in riding, you will need to provide proof of holding an MA licence within the last 10 years OR a current road licence OR proof of having attended an accredited training school. If you have not held an

MA licence in the past 10 years, you will need to complete a knowledge test, which can be found

<http://bit.ly/SeniorTheoryTest>

If the required documentation is not provided to valid the one event licence, the one event licence will be deemed invalid and the competitor will not be eligible to compete. A refund will not be issued for the One Event Licence if a competitor fails to provide the required documentation to validate the licence.

The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by Motorcycling Australia. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

2. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	Trevor Franklin	Level 4
Clerk of Course	John Painter	Level 4
Assistant CoC	Tony Bolin	Level 3
Race Secretary	Brendan Ferrari	Level 4
Assistant R S	Lauren Weaver	Level 3
Chief Scrutineer	Eric Saunders	Level 4
Eligibility Scrutineer	Gavin Cosway	Level 4

3. ENTRIES

3.1 Entries are open forthwith and close Friday 26th October 2018. Late entries will not be accepted.

3.2 Entries will only be accepted online at <http://bit.ly/AHRRRC-Entry>. The lodging of an entry is not a guarantee of entry into the race or qualifying.

NOTE: This is the [Prestonmcc web site](#), go to the events tab specifically designed for this event. You may book your garage at the time of entering. Garaging is very limited and will be allocated on a first paid basis.

3.3 In the event of over subscription, the Promoter, in consultation with Motorcycling Australia reserve the right to limit the number of cross-entries or close entries prior to the nominated closing date.

3.4 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by Preston MCC, if such retention is approved by Motorcycling Australia.

3.5 Only entries received on the official on-line entry form that are accompanied by the correct fee will be accepted.

3.6 Entry fees will only be refunded if a rider informs the Entry Secretary Lauren Weaver lozacx6@gmail.com in writing, 10 days before the event, less a \$50 administration fee. A medical certificate is required if a rider withdraws less than 10 days before the event. No refunds will be considered once the event has commenced.

4. ENTRY FEE

4.1 Initial entry	\$ 360.00
Extra class	\$ 30.00
Extra transponder	\$ 15.00
Sidecar passenger	\$ 25.00
Garage space per bike	\$ 50.00 total for the event (1 bike per 1.5m x 3 space approx.)

4.2 Payment by Credit Card only through the online system.

4.3 Final instructions will be sent via email. Please provide a current email address.

5. ENTRY PASSES

5.1 Each entry will receive 3 entry passes (4 for sidecar). Entrants quoting a current Entrants Licence number will receive one extra pass. Entry passes will be mailed to the entrants postal address or pick up at the entry booth by arrangement only.

6. INSURANCE

6.1 National Personal Accident Scheme provides basic cover for death and permanent disability.

6.2 Ambulance Insurance is compulsory for licensees.

6.3 It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

7. MEDICAL SERVICES

7.1 [Provided by Emergency Medical Team \(EMT\).](#)

8. SCRUTINEERING

8.1 Official scrutineering for the Australian Historic Road Racing Championship will commence 1:00pm Thursday and from 7.15am Friday. Riders will need to take their machines to the official scrutineering bay, if not done at their garage on the Thursday, to obtain an MA decal on passing inspection.

8.2 Machines entered in the competition must have successfully passed official machine examination prior to taking part in qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

8.3 Current competition licence, log books and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.

8.4 In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in this matter being referred to the Clerk

of Course for further action.

8.5 Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the circuit before the machine is released by the Scrutineer. A member of the rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

8.6 Leathers must be worn to gear scrutineering.

8.7 Belly pans (where applicable) must be removed.

8.8 Only non-glycol coolants are allowed. Water-cooled bikes will be checked for the presence of glycol in coolant water using a glycol refractometer. The competitor is to provide a coolant sample via the radiator cap or coolant hose.

8.9 Helmets with aftermarket devices attached will not be approved.

9. ELIGIBILITY

9.1 All competitors must have a Historic Log Book to be eligible to enter and participate in the event as per GCR 10.6.1 of the Manual of Motorcycle Sport. International competitors must obtain international bike approval before entering as per GCR 10.6.2 of the Manual of Motorcycle Sport.

PLEASE NOTE: this process can take up to 6 weeks to complete and can be longer around the time of major historic events. DO NOT leave it to the last minute, your bike WILL NOT BE APPROVED.

9.2 All machines for Historic Racing are to be eligible in accordance with the GCRs Chapter 10 for Period 1-6, any machine found ineligible will forfeit any award and may be excluded from the meeting.

9.3 It is the entrant's/ rider's responsibility to ensure their machine is eligible for Australian Historic Motorcycle Racing.

9.4 Entrants should come prepared with original documents to prove eligibility of major components, copies of documents will not be accepted. Approval at previous events does not automatically guarantee acceptance of eligibility.

9.5 The 2018 AHRRC has been granted an exemption to the 8 day rule. All competitors are able to practice/race within 8 days of the Race Meeting at Broadford State Motorcycle Complex.

10. CLASSES OF COMPETITION

10.1 Categories:

Period 1 Veteran, Up to 31/12/1919

Period 2 Vintage, solo machines dated up to 31/12/1945

Period 3 Classic, solo and sidecar machines dated 1/1/1946 to 31/12/1962

Period 4 Post Classic, solo and sidecar machines dated 1/1/1963 to 31/12/1972

Period 5 Forgotten Era, solo and sidecar machines dated 1/1/1973 to 31/12/1982

Period 6 New Era, solo machines dated 1/1/1983 to 31/12/1990

10.2 Classes:

Ultra-lightweight solo up to 125cc

Lightweight solo 132cc to 250cc

Junior solo 263cc to 350cc (excludes Period 6)

Senior solo 368cc to 500cc

Unlimited solo 526cc to 1300cc (excludes Period 6)

Sidecars P3-P5 up to 1300cc (excludes Period 6)

Period 2 Junior solo up to 350cc

Period 2 Unlimited solo 368 to 1300cc

Period 3 Formula 700 solo 526cc to 700cc - (NB: This class is for pushrod engines only and there is no capacity tolerance)

Period 4 Formula 750 solo 526cc to 750cc

Period 5 Formula 750 solo 526cc to 750cc

Period 6 250 Production solo 250cc - (NB: Machines must have either a compliance plate fitted or supporting documentation of year of manufacture)

Period 6 500

Period 6 Formula 750 solo 526cc to 750cc (750cc – 1000cc 2 cylinder engines)

Period 6 Formula 1300 solo 788cc to 1300cc

11. ENTRIES TO CONSTITUTE A CLASS

11.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be ten (10) or more bona-fide entries for all solo classes, and six (6) or more bona fide entries for all sidecar classes.

11.2 Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards, will be at the discretion of the promotor, subject to Motorcycling Australia approval. At a minimum a first place trophy will be provided for each class.

12. STARTS AND FINISHES

12.1 Starting procedures are as per GCR 10.10.4.

12.2 Starts will be by clutch start. A start will be affected when the red light is extinguished. In the event of the lights malfunctioning, starts will be made by the raising of the National Flag.

12.3 Jump starts are determined as per GCR 9.12.9. Penalties for a jump start will be determined by the Steward or Clerk of Course as per GCR 7.1.2.

12.4 Finishing procedures are as per GCR 10.10.5.

FLAGS AND SIGNALS

12.5 As per APPENDIX B: FLAGS & SIGNALS of the MoMS, flags and signals have the following meanings:

FLAG SIGNAL	MEANING AND REQUIREMENT OF COMPETITOR
National flag dropped or raised	Start
Red flag displayed	Race or practice stopped prematurely. Competitors must slow down, must not overtake and must slowly proceed to the parc fermé, pits, or other area indicated to them by officials. The red flag will be displayed at the track exit at the end of a
Black flag held stationary and blackboard with rider's number	Competitor with number indicated on blackboard must stop at the pits on the next lap.
Yellow flag held stationary	Danger, ride slowly, over taking is forbidden.
Yellow flag waved	Immediate danger, slow down, prepare to stop, overtaken forbidden.
Yellow flag with red stripes, held stationary	Deterioration of adhesion of the track.
White flag waved	Slow-moving intervention vehicle on track.
Blue flag held stationary	Over-taking signal warning that competitor is soon to be overtaken.
Blue flag waved	Over-taking signal warning that rider is about to be overtaken.
Green flag waved	Course clear.
Last lap board	The last lap of the race is about to commence.
Black & white chequered flag waved	Finish of race, practice session or qualifying.
Light signals as follows:	
Yellow lights at the start line	Race start aborted.
Red Lights at the start line	Race start imminent.

13.RACE FORMAT

13.1 Friday 9th November – Qualifying sessions 1 and 2

Saturday 10th November – Race 1 and 2

Sunday 11th November – Race 3 and 4

13.2 Proposed race format is 4 races each of 5 laps. The final format will be adjusted based on final entries received.

13.3 Point scoring will be as per GCR 9.12.16.1

Place	Points	Place	Points	Place	Points	Place	Points
1 st	25	6 th	15	11 th	10	16 th	5
2 nd	20	7 th	14	12 th	9	17 th	4
3 rd	18	8 th	13	13 th	8	18 th	3
4 th	17	9 th	12	14 th	7	19 th	2
5 th	16	10 th	11	15 th	6	20 th	1

14. EVENT SCHEDULE

14.1 Wednesday, 7th November

Circuit Open 2:00pm for garage set-up. Camping area available from 2:00pm

Thursday 8th November

Official scrutineering will be available from 1:00pm – 6:00pm.

Friday 9th November

2 x qualifying sessions per class.

Gates open 6:30am. Sign-on and scrutineering from 7:00am. Riders briefing 8:30am.

Qualifying starts at 9:00am.

Saturday 10th November

Australian Historic Road Racing Championship races.

Gates open 6:30am. Riders briefing 8:30am. Racing starts at 9.00am.

Sunday 11th November

Australian Historic Road Racing Championship races.

Gates open 6:30am. Racing starts at 9.00am.

14.2 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7:00am with the completion of the meeting for the participant being on conclusion of the day's events.

15. AWARDS

15.1 MA medallions will be presented to the 1st, 2nd and 3rd placed riders in each Championship solo class and 1st, 2nd and 3rd placed rider and passenger in the Championship sidecar class. Trophies will be presented to the 1st, 2nd and 3rd placed riders and passengers in all classes.

16. TIMING

16.1 Timing will be by transponders. Riders will be required to leave their MA licence or \$50 as a deposit for the transponder. Replacement or repair to damaged transponders will be billed to the rider.

16.2 Computime will be providing event and live timing. Printed grid position sheets will be available at the Race Secretaries Office. Live timing will be available via the internet.

17.PRESENTATIONS

17.1 Presentations will take place outside the media room next to the cafeteria after the conclusion of racing on Sunday. A Free BBQ will be provided at this time.

18.MACHINES AND RIDERS

18.1 All machines entered must comply with the current GCRs for Historic Road Racing competition.

18.2 Multiple class entries of the one machine in the same race is not permitted.

18.3 Competitors are eligible to enter: The Capacity and Era class as shown in the machines log book as well as the next capacity class in that Era except when conducted in the same race.

18.4 Change of machine must be advised in writing to the Race Secretary up to 20 minutes prior to the event and verified by the Clerk of the Course. A rider may not change to a machine which has not been officially scrutineered for the event.

19.RIDING NUMBERS

19.1 Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Promotors discretion.

19.2 All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal.

19.3 The current Australian Championship title holding rider in every Historic Road Racing Championship class is entitled to the Number 1 number plate for use in the capacity class for which the title is held.

20.GRID POSITIONS

20.1 Grid positions for Racing will be determined from the combination of times from qualifying sessions 1 & 2. Grid positions as determined by the qualifying sessions stand for all 4 races

20.2 Grid position sheets will be on display at the Race Secretaries Office. To avoid delays on the grid, please be aware of your grid position before your race. If you create an unnecessary delay on the grid, you may be sent to the back of the grid by the grid marshal.

21.RIDERS' BRIEFING

21.1 A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

22.CIRCUIT DESCRIPTION

22.1 Broadford Road Race Circuit is a bitumen track of 2.16 kilometers in length and is run in a clockwise direction.

23. TRACK INSPECTION

23.1 All competitors will be given the opportunity to walk and inspect the track prior to any on track participation from 2.00pm – 5.00pm on Wednesday, 7th November or Thursday, 8th November at the conclusion of practice sessions for approx. 1 hour. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

23.2 Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course. If those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

24. FACILITIES

24.1 Garage spaces can be booked via the online entry system. There are 110 pit lane garages spots (1.5m x 3m per bike), (allocated on a first entered and paid basis.)

24.2 Parking for competitors will be in the paddock area adjacent to the pit area, all cars/vans to be removed from the pits once unloading has been completed.

24.3 Broadford's canteen will be open for the duration of the event.

24.4 Fuel – 98 RON is available at nearby townships. Avgas and Methanol will need to be brought by competitors as they are not available in the area.

24.5 A Waste Oil drum is located at the northern end of pit shed B. Please dispose of waste thoughtfully.

24.6 Camping is available on site for \$10 per head per night, which will be collected on site.

24.7 No animals to be brought on to the race facility.

25. NOISE

25.1 The State Motorcycle Sport Complex has a strict noise emissions limit of 95 dBA measured at 30m in a ride by test. All riders will be given one (1) opportunity to rectify their machine should they breach the noise meter.

25.2 Should additional breaches occur, the machine is no longer entitled to be used for that day.

25.3 Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course.

25.4 Refer Appendix C MoMS for details.

26. TYRES

26.1 There will be tyre providers onsite to assist competitors with supply and fitting of tyres.

26.2 Used tyres **cannot** be left at the circuit. Any rider found to have left tyres will be invoiced for their disposal.

27. ANTI-DOPING POLICY

27.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping

27.2 Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to MA website for details.

27.3 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, Ph: 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

28. DRUG AND ALCOHOL TESTING

28.1 All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to MA website for details on the Safety Policy – Drug and Alcohol testing.

29.2 For the purpose of drug and alcohol testing, the commencement of the meeting will be deemed to be 7:00 AM, with the completion of the meeting for the participant being when the participant has vacated the venue

29. CODES OF BEHAVIOUR

29.1 All competitors, officials and parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Policy, found at www.ma.org.au, which is a guide to appropriate behaviour at all motorcycle race meetings. These Codes of Behaviour apply to this meeting and will be enforced.

30. FIRE EXTINGUISHERS

30.1 All riders should have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area

31. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

31.1 All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at www.ma.org.au, which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

32. ADMISSION CHARGES

32.1 ADULTS - Friday Free, Saturday \$10.00, Sunday \$10.00,
CHILDREN -15 and under accompanied by an adult – free.

33. CAMPING.

33.1 Camping will be available on site adjacent to the pit area, all sites are unpowered, strictly no camping in the pit garages. \$10 per head, per night. Campers must wear the wrist band provided. Camping fees will be collected

on the day.

State Motorcycle Complex, Broadford

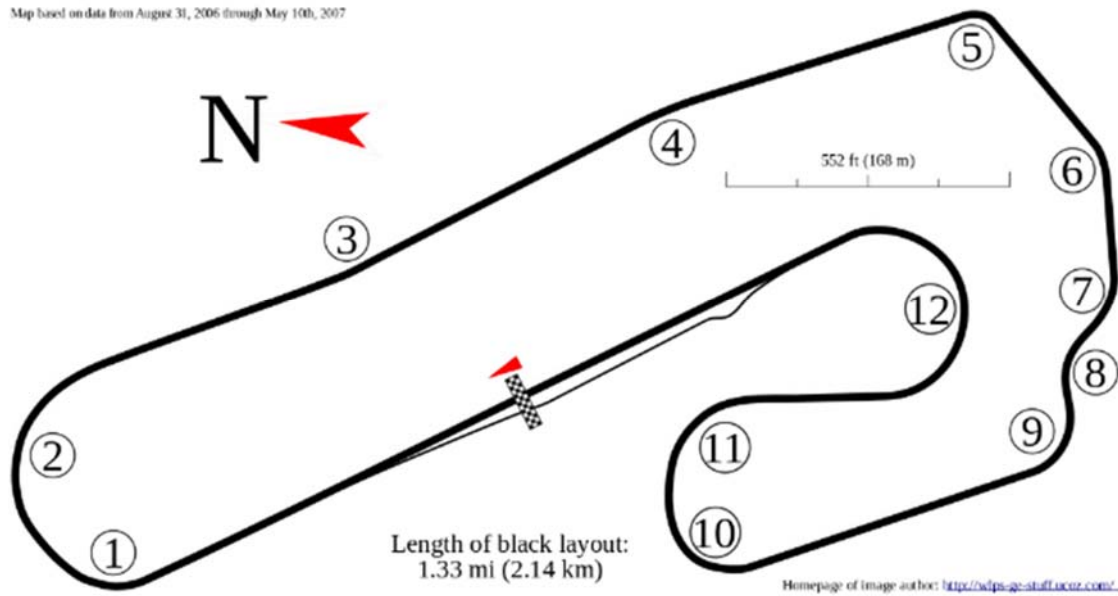
Address: 260 Strath Creek Road, Broadford VIC

Track License Number: RR 148, SM 150.

Circuit length: approx. 2.16 km,

Direction of travel: clock-wise

Map based on data from August 31, 2006 through May 10th, 2007



Proposed schedule

Friday 9th November 2018. Qualifying sessions will be approximately 10 minutes each.

Lunch break of 45 minutes after Q12

- Q1, Q13 **P3, P4, P5** Sidecars.
- Q2, Q14 **P2** Junior, Unlimited & **P3** 125, 250, 500
- Q3, Q15 **P6** 500
- Q4, Q16 **P3** F700, Unlimited & **P4** F750, Unlimited.
- Q5, Q17 **P6** 125 & 250 GP
- Q6, Q18 **P4** 125, 250, 350, 500
- Q7, Q19 **P6** 250 Production
- Q8, Q20 **P4** F750, Unlimited
- Q9, Q21 **P6** F750, Unlimited
- Q10, Q22 **P5** 125, 250
- Q11, Q23 **P5** F750, Unlimited
- Q12, Q24 **P5** 350, 500

Saturday 10th November 2018. All races to be 5 laps.

Lunch break of 45 minutes after race 12

- R1, R13 **P3, P4, P5** Sidecars.
- R2, R14 **P2** Junior, Unlimited & **P3** 125, 250, 500
- R3, R15 **P6** 500
- R4, R16 **P3** F700, Unlimited & **P4** F750, Unlimited.
- R5, R17 **P6** 125 & 250 GP
- R6, R18 **P4** 125, 250, 350, 500
- R7, R19 **P6** 250 Production
- R8, R20 **P4** F750, Unlimited
- R9, R21 **P6** F750, Unlimited
- R10, R22 **P5** 125, 250
- R11, R23 **P5** F750, Unlimited
- R12, R24 **P5** 350, 500

Sunday 11th November 2018. All races to be 5 laps.

Lunch break of 45 minutes after race 36

R25, R37	P3, P4, P5 Sidecars.
R26, R38	P2 Junior, Unlimited & P3 125, 250, 500
R27, R39	P6 500
R28, R40	P3 F700, Unlimited & P4 F750, Unlimited.
R29, R41	P6 125 & 250 GP
R30, R42	P4 125, 250, 350, 500
R31, R43	P6 250 Production
R32, R44	P4 F750, Unlimited
R33, R45	P6 F750, Unlimited
R34, R46	P5 125, 250
R35, R47	P5 F750, Unlimited
R36, R48	P5 350, 500

Note: Schedule subject to change due to delays and/ or entries received.

There will be a free BBQ and Presentations approx. 45 minutes after the completion of racing.

CONTRACT TO PARTICIPATE IN THE 2018 AUSTRALIAN HISTORIC ROAD RACING CHAMPIONSHIP

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 HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycling Activity listed in Schedule 2 (the "Event") at the venue listed at Schedule 3 ("the Venue") on the terms and conditions set out in this document.

DEFINITIONS

2. In this declaration:

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence;

"Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.

"State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;

"Motorcycling Organisation" means and includes MA, any SCB and affiliated clubs and where the context so permits, their respective directors, officers, members, servants or agents.

RISK WARNING

3. I ACKNOWLEDGE that:

a. Motorcycle sport is inherently dangerous and that by participating in the Event in any capacity (including as a rider, coach, official, media or spectator) I am exposed to certain risks and dangers and am under certain obligations including but not limited to the following:

- i. that I may be injured (whether physically or mentally) or killed;
- ii. that my machinery or equipment may be damaged, lost or destroyed;
- iii. that other participants 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 Event 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. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the Event.

WAIVER

4. I acknowledge that:

a. It is possible for a supplier of recreational services or recreational activities to ask me 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 me (or a person for whom or on whose behalf I am acquiring the services or activities);

b. If I sign this Participant Declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form;

c. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

INDEMNITY AND RELEASE

5. In consideration of the acceptance by me as a participant in the Event, to the full extent permitted by law, I agree as follows:

a. To release the Indemnitees from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event;

b. To release and indemnify the Indemnitees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and

c. To indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:

- i. arising as a result of or in connection with my participation in the Motorcycling Activities;
- ii. against the Indemnitees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Indemnitees.

6. The release and indemnity provided by me in this Participant 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 Event. 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. MA and my SCB use and disclose personal information for the purposes of conducting and administrating 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, including but not limited to disclosing your personal information for the purpose of administering the Event. 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.

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:

12. I acknowledge that:

a. 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;

b. 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 Event organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and

c. It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with this clause and Clause 13.

13. In consideration of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:

a. May collect and store any of my Information, including obtain my Information from third parties including my Carers;

b. 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;

c. 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.

14. 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

15. I acknowledge, understand and agree that:

a. 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. I agree to follow any rules set by the Motorcycling Organisations in connection with the Event and if I fail to comply with the Motorcycling Organisation's rules and/or directions, I will not be permitted to participate or continue to participate in the Event and no refund will be given.

b. All participants are bound by the MA anti-doping policy and I understand I may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority ("ASADA") is in accordance



PARTICIPANT DECLARATION

Motorcycling Australia
Suite 125, 9 Hall Street Port Melbourne Vic 3207
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

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.

- a. To photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event;
- b. That such photographs and electronic images are owned by MA and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary; and
- c. To MA using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote MA or the Event.

- a. The Event can and will be affected by the weather which may change without warning;
- b. There is often an element of the "luck of the prevailing conditions" when undertaking the Motorcycling Activities over which the Motorcycling Organisations or any of them have no control;

GOVERNING LAW

- 18. The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). I irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the State or Territory in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

RIGHT TO USE IMAGE

16. I acknowledge, consent and agree as follows:

PREVAILING CONDITIONS

17. I acknowledge and agree that:

EXECUTION I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS PARTICIPANT DECLARATION (INCLUDING THE RISK WARNING AND WAIVER) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

NAME (PRINT): _____ SIGNATURE: _____ DATE: _____

PASSENGER NAME (PRINT): _____ SIGNATURE: _____ DATE: _____

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ being the parents or guardians of _____ (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;
- c. I/we are aware of the risks set out 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.

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 participant declaration,

PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Preston MCC
- 5) State Motorcycle Sport Complex Broadford
- 6) Ambulance Victoria, EMT
- 7) 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
- 8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Australian Historic Road Racing Championship 9th – 11th November 2018

SCHEDULE 3:

State Motorcycle Sport Complex Broadford

SCHEDULE 4

For recreational services to which the Australian Consumer Law (Commonwealth) applies:

By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) 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:
 - (i) that is or may be harmful or disadvantageous to me or the community;
 - (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

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.

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named in this form, MA, the Motorcycling Organisations and the Indemnitees are required to ensure that the recreational services supplied to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (c) 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 conditions do not apply to you. 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 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 (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) 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.