

Transmoto Pty Ltd
WILL CONDUCT
**TRANSMOTO 10-HOUR
@ TUMUT**

ON
February 25-26, 2023

SUPPLEMENTARY REGULATIONS

MEETING NAME:

TRANSMOTO 10-HOUR TUMUT

VENUE:

151 East Gilmore Rd, Gilmore
NSW 2720 and 635 East Gilmore Road, February 25-26, 2023
Gilmore NSW.

DATE:

PROMOTER:

Transmoto Pty Ltd

MA TRACK LICENCE NO.

TBC

MA PERMIT NO.

EN/23/O/01874

RACE SECRETARY:

Treena Sargent

ADDRESS:

681 Barrenjoey Rd, Avalon NSW 2107

CONTACT NO.

getus@transmoto.com.au
Ph: +61 2 9965 7364

CLERK OF THE COURSE:

Steve Squires

SCRUTINEER:

Mick Knight

STEWARD:

Lord Daniel Graham

1. ANNOUNCEMENT:

Transmoto Pty Ltd, hereafter called the PROMOTER, will conduct the TRANSMOTO 10-HOUR TUMUT for OFF-ROAD ENDURO MOTORCYCLES COMPETITION ON SUNDAY February 27, 2022, at 151 East Gilmore Rd, Gilmore.

Covid-19 Event Protocols – As an event licenced by Motorcycling Australia, the 2022 Transmoto 10-Hour at Tumut (operated by Transmoto) will adhere to the regulations set forth by the sport's governing body pertaining to Covid-19 and the 'Return to Sports' guidelines. The event's Covid protocols have been developed according to the Motorcycling Australia Covid-19 Toolkit.

2. JURISDICTION:

2.1. The abovementioned OPEN meeting has been authorised by Motorcycling NSW Limited who has issued the Motorcycling Australia Permit Number EN/23/O/01874 and is open to holders of current Motorcycling Australia National

2.2. Senior Competition Licences (**DAY LICENCES ARE ACCEPTED**).

2.3. The meeting will be held in accordance with the current General Competition Rules (GCRs), these Supplementary Regulations, the By-Laws of Motorcycling NSW and any final instructions.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. ENTRIES:

3.1 Entries open January 11, and close February 20, 2023 – IF NOT SOLD OUT PRIOR.

3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the promoter.

3.3 Only entries received VIA THE OFFICIAL TRANSMOTO ENTRY WEBSITE VIA www.transmoto.com.au that are accompanied by the correct fee will be accepted.

3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE PROMOTER AND RACE SECRETARY, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

4. INSURANCE:

- 4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.
- 4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.
- 4.3 **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.**

5. MEDICAL SERVICES:

Qualified medics, with venue accessible vehicles and medical equipment to the treatment of injured participants including one (1) qualified medic 2:00pm to 6.00pm Saturday, February 26th, and provide five (5) qualified medics 6:45am to 5:45pm on Sunday, February 27th, 2022.

6. ENTRY FEE:

- 6.1 Ironman: \$400 // Pairs: \$700 (\$350 per rider) // Team (of 3): \$975 (\$325 per rider) // Team (of 4): \$1200 (\$300 per rider).
- 6.2 Payment to be made MAJOR CREDIT CARDS only.
- 6.3 Confirmation of entry and any final instructions will be sent to the registered email address from getus@transmoto.com.au

7. ENTRY PASSES:

Not applicable. No spectators at event. Limited support crew for riders will be allowed.

8. CLASSES OF COMPETITION:

- ❖ IRONMAN
- ❖ PAIRS
- ❖ TEAM (3 or 4 riders)
- ❖ Novelty Events – Open to riders on Saturday

ALL MOTORBIKES MUST BE SCRUTINEERED.

9. AWARDS & PRIZE MONEY:

AWARDS WILL BE PROVIDED TO RIDERS/TEAMS AT TRANSPONDER RETURN

IRONMAN	1 st , 2 nd , 3 rd (3x1 = 3)
PAIRS	1 st , 2 nd , 3 rd (3x2 = 6)
TEAM OUTRIGHT	1 st , 2 nd , 3 rd (3x4 = 12)
TEAM MIXED	1 st , 2 nd , 3 rd (3x4 = 12)
TEAM YOUNG GUNS	1 st , 2 nd , 3 rd (3x4 = 12)
TEAM WISE WIZARDS	1 st , 2 nd , 3 rd (3x4 = 12)
TEAM WONDER WOMEN	1 st , 2 nd , 3 rd (3x4 = 12)
TEAM WEEKEND WARRIORS	1 st , 2 nd , 3 rd (3x4 = 12)
FASTEST LAP AWARD	1

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 To constitute a class, the minimum number of contestants entered and competing in each class shall be one.
- 10.2 Should there be insufficient entries in any class or team category of competition, the decision to run or cancel the class, or to combine classes or categories and re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to Motorcycling NSW approval.
- 10.3 THE MAXIMUM NUMBER OF PARTICIPANTS IS 600.

11. RACE FORMAT:

- 11.1 Riders will ride a marked track for a 10-hour duration.
- 11.2 Start line positions will allow riders to 'self regulate', allowing faster riders at the front and slower riders at the back. A novelty game will be used as a mechanism to allocate the top positions of the starting order.
- 11.3 All laps for all riders will be timed. The winners will be those that have completed greatest number of laps in the total time.
- 11.4 To keep the track nice and pristine for the race, there will be no practice or sighting laps allowed.
- 11.5 An announcement will be made 10 minutes prior to the start of the race so that riders must then proceed to the start area.

12. MACHINES & RIDERS:

- 12.1 All machines entered must comply with the current GCRs for Enduro Competition.
- 12.2 Any Enduro, Motocross, Cross-Country or Trail motorcycle may be used. Registration is not necessary.
- 12.3 Helmets are mandatory. All persons, including officials, using any bike, trike or quad at an event must be wearing a properly secured helmet.
- 12.4 Riders must wear protective clothing as detailed in the GCRs when riding a motorcycle.
- 12.5 Noise and/or Fuel Testing may be carried out at any time during this meeting.
- 12.6 EACH RIDER MUST SUPPLY A MINIMUM 1KG POWDER FIRE EXTINGUISHER AT THEIR REFUELLING AREA.
- 12.7 Refuelling must be carried out with enviro mats on the ground under the bike.
- 12.8 Riders must dismount the bike for refuelling.
- 12.9 No tear-offs.

13. RIDING NUMBERS:

- 13.1 Competitors will be allocated a rider/team number on the day by the promoter.
- 13.2 It is the entrant's responsibility to ensure that rider/team numbers are displayed correctly and are easily discernible to scorers for the duration of racing.

14. RIDERS' BRIEFING:

- 14.1 A Riders' Briefing will be held at 4:30pm on Saturday, and prior to the commencement of riding on Sunday.
- 14.2 All participants MUST attend.
- 14.3 Riders' Briefing is a non-smoking area.
- 14.4 Competitors under the age of 18 must be accompanied by a parent/guardian at both Rider Registration and Riders' Briefing.

15. DRUG &/OR ALCOHOL TESTING:

By order of Motorcycling NSW, random drug and/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time, during this meeting.

16. CODE OF CONDUCT:

All participants, officials and parents are reminded of the Motorcycling Australia CODE OF CONDUCT (as stipulated in the GCRs), which is a guide to appropriate behavior at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and shall be enforced.

17. TIMETABLE:

Saturday

- Gates open 9.00am
- Registration (**Saturday only**) 9:00am – 4:00pm
- Scrutineering – Bikes & Helmets (event hub) 9.00am – 4.00pm
- Top 40 Grid Running Race & Pole Auction 4.00pm
- Riders' Briefing (main Event Hub area) 4:30pm

Sunday

- Final rider announcements and instructions 6:40am
- Race Start 7.00am
- Race Finish 5.00pm

For the purposes of drug and/or alcohol testing, the commencement of the meeting will be deemed to be 9am Saturday, February 25, 2023, with the completion of the meeting for the participant being at the completion of racing.

18. CIRCUIT DESCRIPTION:

The track will consist of general bush/grass/cross-country circuit, which will be marked by arrows and tape. The time taken to ride each lap will be approximately 20-35 minutes for the average rider. Riders MUST stay on the 'intent' of the track at all times. Shortcutting of the course will not be allowed, and may incur a penalty.

19. STARTS:

Riders will assemble at the starting area and will start at a nominal 10-second interval.

20. RACING:

- 20.1 Racing shall be started at the scheduled time.
 20.2 Placings will be calculated by the most number of laps completed within the shortest allocated racing time.
 20.3 No person may enter the racing area, including the start area, unless authorised to do so by the Clerk of Course.

21. **NOISE:**

All machines must comply with the requirements of the GCRs and the Track Licence.

22. **GENERAL PENALTIES:**

Summary	C of C	1 st Offence	2 nd Offence
Failure to attend compulsory briefing	X	\$100	Exclusion
Dangerous or reckless speed in Fuel Control – Cross-Country Format	X	5 mins	Exclusion
Service Crews servicing in non-allowed areas	X	5 mins	Exclusion
Failure to use enviro mat when refuelling	X	5 mins	Exclusion
Leaving the course and gaining an advantage	X	10 mins PLUS time of slowest rider in class	Exclusion
Failure to dismount prior to refuelling	X	5 mins	Exclusion
Use of tear-offs	X	30 mins	Exclusion

23. **SPECIAL NOTES & WARNINGS:**

- 23.1 Presentations, etc: THERE WILL BE NO FORMAL PRESENTATION ON SUNDAY
- 23.2 Facilities: TOILETS ARE AVAILABLE FOR PARTICIPANTS ON SATURDAY AND SUNDAY
- 23.3 Camping: IS AVAILABLE FOR EVENT PARTICIPANTS ON SATURDAY EVENING
- 23.4 Injuries: All injuries **MUST** be reported to the Clerk of the Course
- 23.5 Fuel Control Area: Fuel Control Area is a **NO SMOKING AREA**. Riding of machines is allowed in the fuel control area at walking pace with helmet and closed-toe footwear. Any breach may result in exclusion of the corresponding competitor and/or team from the meeting. FOOTWEAR MUST BE WORN AT ALL TIMES. All teams must have a **1KG FIRE EXTINGUISHER** available in their refuelling area. Enviro mats **MUST** be used.
- 23.6 Car Park: Overflow parking will be available for participants' vehicles and trailers. All bikes must be walked out from the pit area to the carpark.
- 23.7 Animals: Animals are **NOT** permitted within the confines of the complex unless they are being used to alleviate a person's disability. Anyone found to have brought an animal onto the premises will be asked to leave.
- 23.8 Timing Tent: The Timing Tent is off limits to all persons. Exemptions will be made to officials of the meeting. A Timing table/screen will be available for public and participants to gain updates and results until 30 mins prior to race completion.
- 23.9 Electronic Communications & Social Media Policy All competitors, officials and parents are reminded of MA's electronic communication 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.
- 23.10 Final Instructions A final "Transmoto 10-Hour Competitor Information Guide" will be emailed to all registered participants approximately 10 days prior to the event, along with regular event updates via getus@transmoto.com.au. Any event specific questions can be submitted to getus@transmoto.com.au

1. I _____ of _____ am the parent or legal guardian of _____ ("**Minor**"). The Minor wishes to enter _____ ("**Event**") conducted by the parties in Schedule 1 below ("**Organisers**") on _____ ("**date**"). I consent to the Minor's entry and participation in the Event.
2. I appoint and authorise _____ ("**Guardian**") as temporary guardian and custodian of the Minor, whilst the Minor has entered and participates in the Event (with the Guardian's acceptance of such appointment evidenced by their execution of this Deed below). The Guardian's appointment as Guardian under this Deed is of no effect in circumstances where I/we (the parent or legal guardian of the Minor) is/are in attendance at the Event (and will remain of no effect only for so long as I/we are in attendance at the Event). In those circumstances and for so long as I/we remain in attendance at the Event, I/we retain full legal responsibility for the Minor.
3. I acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
 - a) the Minor may be injured, physically or mentally, and may be killed;
 - b) the Minor's machinery or equipment may be damaged, lost or destroyed;
 - c) other competitors may ride dangerously or with lack of skill;
 - d) track or event conditions may be hazardous and may vary without warning or predictability;
 - e) the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;
 - f) any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;
 - g) there may be no or inadequate facilities for treatment or transport of the Minor if injured; and
 - h) entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.
4. In consideration of the Organiser's accepting the Minor as an entrant in the Event I agree to indemnify the Guardian, the Organisers and each of them in the following manner:
 - a) that the Minor participates in the race meeting at my sole risk and responsibility;
 - b) that the Minor accepts the venue as it stands with all or any defects hidden or exposed;
 - c) that I indemnify and hold harmless the Organisers, their respective servants, agents or officials against any actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
5. I release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.
6. I declare that the Minor is medically and physically fit and able to participate in the Event.
7. I authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
8. I authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

Executed as a Deed:

SIGNED by _____
 [Print name of Parent or Legal Guardian] [Signature of Parent or Legal Guardian]

In the presence of:

_____ [Print witness name] [Signature of witness]

SIGNED by _____
 [Print name of Temporary Guardian] [Signature of Temporary Guardian]

In the presence of:

_____ [Print witness name] [Signature of witness]

Schedule 1

FIM, MA, All Australian State Controlling Bodies, all clubs and officials who form part of the series, all round venues, all landowners of properties holding Rounds, all Series or Round sponsors or official suppliers.



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE TRANSMOTO 10-HOUR

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 Motorcycling 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

- 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 Activity" 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) I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

4. WARNING UNDER THE Australian Consumer and Fair Trading Act 2012 (Vic)

Under the provisions of the Australian Consumer and Fair Trading Act 2012 (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 22N of the Australian Consumer 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 (Vic) 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 Regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic). 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

MA, my SCB and the Transmoto, use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and 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/.

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 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;

- i) 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
- ii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - 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.

13. RIGHT TO USE IMAGE

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Transmoto Pty Ltd
- 5) International Entertainment Production Pty Ltd
- 6) KTM and Husqvarna Australia
- 7) Jonathon Caffery
- 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
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above

SCHEDULE 2:

26th & 27th February 2022

SCHEDULE 3:

151 East Gilmore Rd, Gilmore NSW 2720

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: _____

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.

15. 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: _____



**PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE TRANSMOTO 8-HOUR**

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 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.

DEFINITIONS

2. 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) "Indemitees" 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.

ACKNOWLEDGEMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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 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 Indemitees 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.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. 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 Indemitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. 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 Indemitees 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 Indemitees, 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 Indemitees 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.

MEDICAL

8. 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 Indemitees 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 Indemitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemitees 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 Transmoto, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Transmoto, 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 Transmoto by contacting Transmoto at events@transmoto.com.au or MOTORCYCLING NSW at PO BOX 9172 Harris Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

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:
- 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 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

12. 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.

EXECUTION

14. I STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE being the parents or guardians of the person named beside (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 Indemitees 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.

SCHEDULE 1

1. Federation Internationale de Motocyclisme
2. Motorcycling Australia Ltd
3. Motorcycling NSW Limited
4. Transmoto PTY LTD
5. International Entertainment Production Pty Ltd
6. KTM and Husqvarna Australia
7. Jonathon Caffery
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.
9. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

26th & 27th February 2022

SCHEDULE 3:

151 East Gilmore Rd, Gilmore NSW 2720

	Name (Print Clearly)	MA Licence Number	Senior	Junior	Official	Signature (Parent/Guardian if U18years)
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