



Kununurra MX Club

SUPPLEMENTARY REGULATIONS

EVENT:	JSW Holdings Night Meet	
DATE:	15 th September 2018	
VENUE:	Kununurra MX Track Ivanhoe road Kununurra	
TRACK LICENCE NUMBER:	7205	
MA PERMIT NUMBER:	18/60197	
EVENT CONTACT	Louise Schubert 0417 296 540 Dippa Goldup 0447 014 090 Kununurra MX Club PO Box 1927 Kununurra WA 674	
EVENT KEY OFFICIALS	Steward Clerk of Course Race Secretary	Pete Woodhead Craig Ninness Charmaine Dawe

1. ANNOUNCEMENT

The Kununurra MX club, hereafter called the Promoter will conduct the 2018 JSW Holdings Night Meet for Motocross categories at the Kununurra MX Track on Ivanhoe Road Kununurra on 15th September 2018.

2. JURISDICTION

2.1 The abovementioned meeting has been authorised by MWA which has issued the Motorcycling Australia Permit Number [To be advised] and is open to holders of current Motorcycling Australia Club and above License's.

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

3. EVENT OFFICIALS

Dependent on the day, any one of the following officials will be overseeing the meetings:

Steward	Peter Woodhead
Clerk of Course	Craig Ninness
Race Secretary	Charmaine Dawe
Scrutineer	Adrian Goldup
Starter	Dave Schubert

4. ENTRIES

4.1 Entries are now open and close at 5.00pm for night meets unless advised otherwise.

4.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Kununurra MX Club, if such retention is approved by MWA.

4.3 Only entries received on the official entry form that is accompanied by the correct fee will be accepted.

4.4 Entry fees will only be refunded if a rider informs Kununurra MX Club, in writing, 7 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

5. ENTRY FEE

5.1 Entry fees:

\$40.00 per senior rider plus \$10.00 per additional class /machine entered
\$30.00 per junior rider plus \$10.00 per additional class/machine entered

Extra machine will be allowed but the machine must go through machine examination in the time specified.

5.2 Payment by Cash, Bank Transfer, Cheque or Money order only. Any fees for dishonored cheques will be the responsibility of the entrant.

5.3 Cheques and Money Orders are to be made payable to the Kununurra MX Club.

5.4 Please include a self-addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions.

5.5 correctly completed entry forms to be either:

Posted to:

Kununurra MX Club
The Race Secretary
PO Box 1927
Kununurra WA 6743

OR 2 Emailed to: kununurramotox@gmail.com

OR 3 presented on the day before entries close at 5.00pm for a night race.

5.6 Bank Account Details – Kununurra Motocross Club BSB: 066-530 Account Number: 10189378

Reference – Name

6. ENTRY PASSES - FREE

7. INSURANCE

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

7.2 Ambulance Insurance is compulsory for licensees.

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

8. MEDICAL SERVICES

St Johns Ambulance service will be in attendance for the duration of the race meeting.

[Note to Promoters: Australian Championships require civil ambulances to be in attendance at all times i.e., ambulance to transport injured to hospital]

9. SCRUTINEERING

9.1 Scrutineering will begin at 4pm for night races.

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

9.3 Current competition licenses 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.

9.4 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 Scrutinizer 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.

9.5 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.

10. CLASSES OF COMPETITION

Classes are as follows subject to numbers at any given race round and may subject to change by the Senior Sub Committee,

1. **Demo class 50's**
2. **Auto Class 50's**
3. **65cc 7-under9**
4. **65cc 9-under 12**
5. **65cc girls 7-uner 12**
6. **85-150 girls 9-under 16**
7. **85 -150 9-under 12**
8. **85-150 12-under 16**
7. **Junior lites 125-250 2/4 stroke 13-under 16**
8. **Girl's junior lites 13-under 16**
9. **All power clubman 16+**
10. **Pro lites up to 250cc**
11. **Pro Open up to 450cc**
12. **Vets**

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 maximum of 40 and a minimum of 1 rider per class except for Quads which shall be a maximum of 20 and minimum of 1 as per GSR's at any or all of the race rounds. Classes may be altered to suit entries received subject to Senior Sub Committee approval. [Refer to GCR's for details of 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 and/or prize money, will be at the discretion of the Kununurra MX Club, subject to MWA approval.

11.3 It is the competitor's responsibility to ensure that the correct class/ classes have been entered on the form, The Kununurra motocross Club takes no responsibility for a rider who incorrectly fills out the entry form.

11.4 In order to be eligible for prizes in the championship series a competitor MUST compete in a minimum of 75% of the series.

12. STARTS

Starts are carried out as follows from Self penalizing gates. Clutch start.

1. A 30 sec board will be displayed to all riders for a full 30 seconds
2. At the end of 30 seconds a 5 second board will be displayed

3. The gates will drop between 5 and 10 seconds after the 5 second board is shown.

13. RACE FORMAT

Saturday 15th September 2018. The proposed format is subject to change according to the numbers of entries received this will be confirmed at the riders meeting.

Race Event

1	50cc Demo	5 laps	3 rounds (time permitting)
2	50cc Auto class 7-U9 yrs.	5 laps	3 rounds (time permitting)
3	65cc 7 to U9yrs	7 laps	3 rounds (time permitting)
4	65cc 9-U12yrs	7 laps	3 rounds (time permitting)
5	65cc Girls 7-U12 yrs.	7 laps	3 rounds (time permitting)
6	85cc 2stroke / 150cc 4stroke Girls 9-U16 yrs.	7 laps	3 rounds (time permitting)
7	85cc 2stroke / 150cc 4stroke 9-U12yrs	7 laps	3 rounds (time permitting)
8	85cc 2stroke / 150cc 4stroke 12-U16yrs	7 laps	3 rounds (time permitting)
9	125cc 2stroke / 250cc 4stroke 13-U16 yrs. Junior Lites	7 laps	3 rounds (time permitting)
10	125cc 2stroke / 250cc 4stroke Girls 13-U16 Junior Lites	7 laps	3 rounds (time permitting)
11	All power clubman 16+	7 laps	3 rounds (time permitting)
12	Pro Lites up to 250cc	7 laps	3 rounds (time permitting)
13	Pro Open up to 450cc	7 laps	3 rounds (time permitting)
14	Veterans 35 plus	7 laps	3 rounds (time permitting)
15	Jnr relay		
16	Snr relay		

14. EVENT SCHEDULE

Pits open 3.00pm for a night race.

Sign on and machine examination 4pm-5.00pm for night races.

Riders briefing 5.00pm for night race - all riders must attend this meeting

Practice 5.15pm for night race for all classes min 2 laps time permitting.

Race order will be determined by Senior Sub Committee and detailed at the riders meeting based on numbers and classes filled.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 4.00pm for night race with the completion of the meeting for the participant being when the participant has vacated the venue.

15. AWARDS AND PRIZE MONEY

Prize money will awarded to winners of relay event to be divided between the team.

The event will be scored and outcome will be at announced at presentation.

Points will be scored as per GCR's as follows

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
35	32	30	28	26	25	24	23	22	21
11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	19 th	20 th
20	19	18	17	16	15	14	13	12	11
21 st	22 nd	23 th	24 th	25 th	26 th	27 th	28 th	29 th	30 th
10	9	8	7	6	5	4	3	2	1

16. GST

The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 48.5% of prize money over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

17. PRESENTATIONS

Presentations are to be at a time and venue TBA.

18. MACHINES AND RIDERS

18.1 All machines entered must comply with the current GCRs for Motocross competition.

18.2 Multiple entry of the one machine in the same class of competition is not permitted.

18.3 A rider may enter more than one machine if the machine is entered on the official entry form and is examined during the machine examination window.

19. RIDING NUMBERS

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Kununurra MX club's discretion.

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.

20. GRID POSITIONS

Grid positions will be drawn from a hat before the start of each race.

21. RIDERS' BRIEFING

A riders' briefing will be held at 5.00pm for night race and prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

22. CIRCUIT DESCRIPTION

The track consists of Loamy/Hard pack. The track length is approximately 1767Mt in length and varies from 20Mts wide at the start gates to around 6Mts wide for the rest of the track.

23. TRACK WALK

All participating competitors must be given the opportunity to walk the track prior to any on track participation. A rider may walk the track after the rider has signed on and before the riders meeting has commenced.

24. FACILITIES

Toilets are available at the track however other facilities are limited.

25. NOISE

As Per GCR's.

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 12.10 for details.

26. TYRES

27. ANTI-DOPING POLICY

26.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

26.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506. When drug testing takes place, the payment of prize money may be delayed at MWA discretion until the results of the tests are known.

28. ALCOHOL TESTING PROCEDURE

All competitors and officials are advised that random breath-testing may take place during the competition.

29. CODE OF CONDUCT

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

30. ADMISSION CHARGES

Cost of entry to the venue per person is free.



CONTRACT TO PARTICIPATE IN THE Kununurra MX Club 2018 JSW Holdings Night Meet

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) "Indemnities" 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 organisation affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be killed;
 - ii) that my machinery or equipment may be damaged, lost or destroyed;
 - iii) that competitors may ride dangerously or with a lack of skill;
 - iv) that track or event conditions may be hazardous and may vary without warning or predictability;
 - v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) the Indemnities do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- 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 Indemnities.

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 Indemnities 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 Indemnities, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnities and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- 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

- a) I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnities will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- b) I acknowledge and agree that if required, the Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

7. PRIVACY

I hereby consent to the collection of my personal information by the Kununurra MX Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Kununurra MX club, 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 Kununurra MX club by contacting the Kununurra MX club at PO Box 1967 Kununurra WA 6743 or 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 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.

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) MWA
- 4) Kununurra MX Club
- 5) <Add Track Hirer Here>
- 6) Shire of Wyndham East Kimberley
- 7) All sponsors
- 8) ST Johns Ambulance service
- 9) All other people or organizations involved
- 10) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event

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

SCHEDULE 2:

On the following dates
15th September 2018

SCHEDULE 3:

At the Kununurra MX Track Ivanhoe RD

11. 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: _____

12. 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 Indemnities 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: _____