



NICKOL BAY SPEEDWAY

All Correspondence to:
The Secretary, PO Box 582, Karratha WA 6714
ABN 88 912 885 118



MEETING NAME

West Australian Speedway Solo and Sidecar Championships

VENUE

Nickol Bay Speedway
Karratha

DATE

Saturday October 23rd 2010

MA TRACK LICENCE NUMBER

7224

PERMIT NUMBER

TBA

RACE SECRETARY

Susan Webb

ADDRESS

Nickol Bay Speedway Club
P.O Box 582
Karratha WA 6714

CONTACT NUMBER(S)

0457 788 944
0414 747 818

REFEREE – Neil Webb

MACHINE EXAMINER – Paul Winchester

CLERK OF COURSE – Rob Dawes

1. ANNOUNCEMENT:

Nickol Bay Speedway Club, hereafter called the PROMOTER will conduct the WA Speedway Solo and Sidecar Championship, which will all be held on Saturday the 23rd October 2010

INDEMNITY

MOTORCYCLE RACING IS DANGEROUS AND CAN RESULT IN INJURY TO COMPETITORS AND DAMAGE TO MACHINERY

These supplementary regulations and attached entry form are important documents, which affect your legal rights and obligations. Read these documents carefully and do not sign the ENTRY FORM for this competition unless you are completely satisfied that you understand the contents and agree to be bound by them.

2. JURISDICTION:

- 2.1. The abovementioned meeting has been authorized by MWA which has issued the Motorcycling Australia Permit and is open to members who are holders of a minimum standard Senior National Licence. Licensees from other Federations are also eligible to compete providing they have clearances from their Federation. The Promoter must obtain an IMN if licensees are from federations other than Australia and New Zealand.
- 2.2. The meeting will be held in accordance with the current General Competition Rules (GCRs), 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. NOMINATIONS

- 3.1. Nominations open forthwith and close last mail 9th October 2010
- 3.2. In the case of postponement or abandonment of the meeting, all or any part of the nomination fee may be retained by the Promoter. If such retention is approved by MWA.
- 3.3. Nominations will only be accepted by the attached nomination form .

NOTE: LATE ENTRIES MAY BE ACCEPTED AT THE DISCRETION OF THE PROMOTOR AT A COST OF \$50-00

4. ELIGIBLE CLASSES AND EVENTS

500 solos and 1000cc sidecars

5. INSURANCE:

- 5.1. Riders or passengers who have been transported to hospital must obtain a medical clearance that is to be produced on demand at their next race meeting. This also applies if a rider returns to the same race meeting after transportation to hospital.
- 5.2. Ambulance Cover is compulsory as a condition of your license and must be maintained for the duration of your license.
- 5.3. **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.**

6. MEDICAL SERVICES:

St Johns Ambulance / First Aid Post will be in attendance. It is a condition of entry that first aid is accepted and personal details may be given to Race Organisers.

7. **ENTRY FEES:**
7.1. 1 Solo Competitor and 1 crew member will be admitted free.
2 Sidecar Competitors and 1 crew member will be admitted free All others must pay gate entry fee.
7.2. A \$100 nomination fee will be charged.
7.3. A \$20 transponder fee will be charged if electronic timing is used.
8. **AWARDS AND PRIZE MONIES:** Trophies will be awarded for 1st – 4th Place at the conclusion of the final. Presentation will be held in front of the bar with all riders asked to remain in race gear until presentations are completed.
Prize money will be paid according to the following table.
Heat races \$ 10 per point
Semi finals \$ 20 per point
Final \$40 per point
- 8.1. **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 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.
9. **RIDERS' BRIEFING:**
A riders' briefing will be held prior to the commencement of racing and ALL Competitors MUST attend the riders' briefing in full race gear.
- 9.1. **RACE CONDITIONS**
The field may consist of a maximum number of 16 riders plus 2 reserves, and a minimum number of 10 riders for solo's.
Sidecars shall have a maximum 16 riders plus 2 reserves with a minimum number of 6 to constitute a field.
Reserve riders may compete in support races if numbers are available.
The race format will be set based on the number of nominations received
10. **DRUG AND OR ALCOHOL TESTING:**
10.1. All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with the Australian Sports Drug Agency policy.
10.2. If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020 506.
When drug testing takes place, the payment of prize money may be delayed at the RCB's discretion until the results of the tests are known.
10.3. For the purpose of drug & alcohol testing, the commencement of the meeting will be deemed to be 3.30pm for the completion of the meeting for the participant being when the participant vacates the venue.
11. **CODE OF CONDUCT**
All competitors, officials and parents are reminded of the Motorcycling Australia By-Law – CODE OF CONDUCT (as stipulated in the GCRs) which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.
12. **TIMETABLE:**
Start times:- Gates open for competitors at 12.00 pm
Scrutineering:- 1.00 pm to 3.00 pm
Riders Briefing:- 3.15 pm
Practice 3.30 pm to 5.30 pm
Presentation of riders 6. pm
Call for first race 6.28 pm
Racing Starts 6.30 pm
Racing Finishes 10.30pm

ALL COMPETITORS TO BE UNLOADED AND SIGNED ON 15 MINUTES PRIOR TO SCRUTINEERING START TIME.
NO EXCEPTIONS. \$100 LATE ARRIVAL FEE WILL BE ENFORCED!

13. **CIRCUIT DESCRIPTIONS:**

Track length:- 504m around the pole line
Track Surface:- Pilbara Red Dirt. Plenty of drive
Anticlockwise racing for solos.
Clockwise racing for sidecars.

14. **MACHINE EXAMINATION**

Pits will open 12.00 pm
Machine examination from 1.00 pm to 3.00 pm

All competitors must present themselves with their MA license and full riding gear for inspection.

Any machine not presented with all of the above requirements will be rejected!

ALL MACHINES MUST CONFORM TO THE GCR's.

15. NOISE TESTING

To ensure compliance with GCR's and local environment regulations regular noise testing will be conducted at Motorcycling WA events.

Machines may be tested for noise at this event. The stroke of your machine must be supplied on the attached entry form. Failure to supply the stroke of your machine if required to be noised tested, may result in exclusion from this event.

Please ensure your machine exhaust meet the maximum noise levels as per GCR regulations.

16. CHANGE OF MACHINE

A change of machine is permitted as per GCR's 19.11.2 / 19.11.2.1 (A and B)

17. PROTESTS

Will only be accepted on the prescribed form, with the accompanying \$70 fee, and are to be directed to the Clerk of Course. (Forms Available from Race Secretary)

18. HELMET COLOURS

Full set of helmet colours gates 1 to 8 MUST be used by riders. Which are as follows:-

Gate 1 – Red. Gate 5 - Green

Gate 2 – Blue. Gate 6 – Orange.

Gate 3 - White. Gate 7 – Black.

Gate 4 - Yellow. Gate 8 – Black & White.

If you need to order Helmet colours, they are available from Maureen's of Australia. You can order direct from her on:- 08 83269653 or email:- speedway@chariot.net.au



**PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE**

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/WE THE UNDERSIGNED (see below):

X

[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.

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) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT 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 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) 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 you wish to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004. For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

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 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.

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 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. I hereby consent to the collection of my personal information by **Nickol Bay Speedway Club**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Nickol Bay Speedway 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 Nickol Bay Speedway by contacting **NBSC at P.O. Box 582 Karratha 6714**. 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; 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.

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 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.

RIDER

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

PASSENGER

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

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE **X**
being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") **HEREBY ACKNOWLEDGE:**

- a) I/we have read the whole of this document and understand it;
- b) I/we consent to the entrant participating in the Event; AND
- c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
- d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. **IN CONSIDERATION** of the entrant being accepted as a participant in the Meeting **I/WE HEREBY INDEMNIFY AND RELEASE** the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration.

RIDER

PARENT/GUARDIAN
SIGNATURE: **X** **DATE:**

PASSENGER

PARENT/GUARDIAN:
SIGNATURE: **X** **DATE:**

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Western Australia
- 4) Nickol Bay Speedway Club
- 5)
- 6) Nickol Bay Speedway Club
- 7)
- 8) St Johns Karratha
- 9)
- 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:

West Australian Solo and sidecar Championship

SCHEDULE 3:

Nickol Bay Speedway Club Karratha