



FIM WORLD RECORDS SUPPLEMENTARY REGULATIONS 2018"World Speed Trials Australia" (Updated 20 December 2017)

Article 1 – ANNOUNCEMENT/PUBLICATION

Swiss Performance, hereafter called the Promoter will be conducting FIM World Record Attempts named here after as "World Speed Trials Australia" for motorcycles at Lake Gairdner, South Australia, from Saturday 17th to Monday 19th March 2018.

Name of the Event: World Speed Trials Australia

Organizer: SWISSPERFORMANCE.ch

Contact name: Mr Rudolf Steck

Address: P.O. Box 106, CH – 8306 Brüttsellen

Phone Switzerland: +41 76 347 28 91

Phone Australia: +216 26 435 007

e-mail: info@swissperformance.ch

Web: www.worldspeedtrials.com

Definition of the Event: World Record Attempts

Date: Saturday 17th to Monday 19th March 2018

Venue: Lake Gairdner, South Australia

IMN n°: 197/01

MA permit n°: 1939

The above-mentioned meeting has been registered in the FIM Calendar and has the IMN number 197/01. It has received the authorization of Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit Number MA1939.

Article 2 – OFFICE OF THE ORGANIZATION

Name: Dry Lakes Racers Australia (DLRA)

Address: PO Box 349 Castlemaine VIC Australia 3450

Phone: 03 5472 4629, [Int +61 3 5472 4629]

Fax: 03 5472 3194, [Int +61 3 5472 3194]

Information Line: 0490 488 100, [Int +61 490 488 100]

Email: info@dlra.org.au

Article 3 – COURSE, PITS and PADDOCK

Length of the Course: 12 miles

PADDOCK

Access to the facility will be authorized from: DLRA Officials and details of access will be supplied in the final instructions.

The positioning of the competitors in the pits and in the paddock, will be subject to prior authorisation from DLRA. During all interventions or stoppages, motorcycles must be placed on an environmental mat, sheet or tarp, to protect the ground.

The official notice board is located at: The Race Control Bus in the pits

It is formally forbidden to use the course or its immediate approaches with any race machine whatsoever except during official sessions with Officials approval.

Article 4 - OFFICIALS

FIM Steward: TBA by the FIM
FMNR Stewards/Scrutineer: Graham HADLEY
FIM Technical Steward: Chris Price.

Organiser or FMNR

Operations Representative/Clerk of the Course: Steve CHARLTON
Race Secretary: Greg WAPLING
Timekeeping: BRUCE WILLMOT, PETER HULBERT
Medical Responsible: DR. SCOTT LEWIS
Fire and Rescue responsible: RUSSELL BRANSON

Administration

Organizer Administration: Rudolf STECK
FIM CCR: Victoria CORREDOIRA

Article 5 - CLASSES

The organization will accept recognized FIM classes: FIM Short Distance World Records with a flying start.

Category I and Category II as per the FIM World Records regulations.

ENTRIES TO CONSTITUTE A CLASS:

Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events, will be at the discretion of SWISS PERFORMANCE, subject to FIM & MA approval.

Article 6 – JURISDICTION

The Event will be organized in accordance with the FIM Sporting Code, FIM World Record Regulations, FIM Disciplinary and Arbitration Code and with these supplementary regulations. These rules apply to all participants who are making and FIM World record attempt.

The FIM Steward shall be appointed by the FIM CCR and shall supervise the attempt. The FIM Steward is not responsible for the organization of the attempt but he must see that all the necessary requirements have been met (cf. Art. 1.65 of FIM World Records Attempts Regulations).

International Jury shall consist of the FIM Chief Steward (or Deputy Steward), the Clerk of the Course and the Operations Representative.

The International jury will meet at any time during the event, at least prior to the event and at the end of each day.

The FIM Technical Stewards may attend the regular International Jury meetings without voting privileges.

The International Jury has the competence to end the event at any time due to weather or safety reasons.

The authority and duties of the Race Direction are:

- To ensure the smooth and efficient running of the event.
- To approve all the provisional results of the event.
- To impose penalties for any infringements or actions contrary to the Regulations.
- To impose penalties for any action prejudicial to the interests of the event.
- To adjudicate on any protest relating to infringements of the Regulations.

Article 7 – ENTRIES and RIGHTS

Riders taking part in the attempt must hold a FIM World Records Attempts license (Art. n° 62 197 11) and a valid Start Permission, both issued by the riders' national federation (FMN).

Insurance cover provided by the rider's National Federation must comply with Art. 110.2 of the FIM Sporting Code.

Each entry must submit a World Record application form (here enclosed).

The entry information must be received by January 20th 2018. Late entries will not be accepted.

Applications need to be sent to Swiss Performance: info@swissperformance.ch by means of the entry form here enclosed.

The entry must include photos certifying the condition of the machine (2 photos with fairing and 2 without fairing).

The Entry fee per participant is 1000 CHF (Swiss Franc) and must be paid by Credit Card or Direct banking transfert.

Cheques and Money Orders are to be made payable to the Swiss Performance.

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

The entry list will be communicated at least **30 days** before the date set for the beginning of the event to the FIM Administration.

By obtaining organizer & FIM authorization the applicant undertakes to guarantee payment of a mandatory ratification and certificate fee invoice via the riders' FMN. The fee is 360 Euros which will be due for each successful World Record (it includes two diplomas, one in km/h and the other in mph).

Modification of the Entry

There shall be no entry modifications approved after the official start of on course activity except as follows:

An entry may be modified to a different class if required for technical compliance only with the original machine entered and prior to that machine participating in the event.

An entry may be expanded to include an additional class entry only with the original machine entered, prior to the official start of on course activity, and with the approval of the Clerk of the Course and the FIM Steward.

Article 8 – REGISTRATION, SCRUTINEERING AND BRIEFINGS

No competitor and no motorcycle will be allowed onto the course if registration and scrutineering are not completed.

The schedule for registration, scrutineering and briefings shall be as follows:

Scrutineering: Scrutineering will be conducted prior to any on course activity and supervised by FIM licensed Technical Stewards.

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

Scrutineering will begin on Friday 16th March 2018.

Current competition licences 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.

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 current FIM Regulations, the Steward can order that any machine be measured and if this occurs the Technical Steward 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.

Riders' Briefing: All riders must obtain an initial briefing prior entering the course.

The briefing is compulsory for all riders and will be conducted prior to any on course activity. The briefing will begin at 5.00pm at the Race Control Bus. **Details will be included in the final instructions.**

Article 9 – MACHINES AND RIDERS

All machines entered must comply with the current FIM World Records Attempts Regulations for Land Speed competition.

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

For a short distance record attempt no change of parts is permitted, with the exception of changes to the ignition settings, fuel-air ratio changes (fuel mapping), spark plugs, wheels and tyres, and this can only be done if the new parts are identical to those replaced.

Electrical vehicles may only recharge their batteries during the record attempt. Batteries with fuel cells are not allowed (Art. 1.28 Change of Parts of FIM World Records Regulations)

Article 10 – RIDING NUMBERS

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at Swiss Performance's discretion.

Article 11 – TYRES

Tyre rating must exceed the speed of the record attempt.

Article 12 – NOISE

There are no noise restrictions.

Article 13 – CIRCUIT DESCRIPTION

The track is 12 straight miles of prepared salt, running approximately south to north

Article 14 – TRACK INSPECTION

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

Track Dissatisfaction:

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

Article 15 – EQUIPMENT STANDARDS/FACILITIES

Equipment standards will be as per the current FIM World Records Regulations.

Portable toilets are provided. Some shade structures are provided.

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

Article 16 – EVENT SCHEDULE

It is strictly forbidden to ride racing vehicles on the course outside official sessions.

The event runs for a maximum of three (3) days only.

There are no extensions or rain dates.

Each day commences at 7.30 am when the lake is open and closes at 7.00pm when the lake is closed.

Entrants can present to the starter whenever they are ready.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.30am Saturday 17th March 2018 with the completion of the meeting for the participant being when the participant has vacated the venue.

The schedule will be determined and announced each day depending on conditions and may be modified due to unacceptable weather or course conditions restricting course availability. The ending time each day is based on the time entering the measured mile as determined by timing and scoring. The ending time will be extended on a daily basis to the extent possible to allow for course closures due to weather or course conditions. Any modifications to the scheduled ending time each day will be announced and posted as soon as available. Any modifications to the starting time for the following day will be announced and posted at the conclusion of race activity each day.

PRESENTATIONS:

There may be a small informal presentation after the last run on the last day, time permitting.

Article 17 – STARTS AND FINISHES

The competitor will be under the instruction of the starter who will confirm a clear track with the timer and fire and rescue vehicles stationed adjacent to the track. The attempts being for flying kilometer and flying mile the actual start line will be at the 6-mile mark or mid-way along the track, whichever is the greatest.

Article 18 – FLAGS AND SIGNALS

The competitor will be shown an all clear card by the starter, at that time he or she is free to commence their attempt.

Article 19 – RACE FORMAT

Entrants are attempting to set the highest speed for the measured kilometre and measured mile from a flying start.

Maximum track length will be twelve (12) miles (weather and surface conditions permitting)

Timing shall commence at the six (6) mile mark or mid-point.

There will be a timing beam one (1) kilometre and one (1) mile from the commencement of timing.

The entrants speed attained will be the average of two (2) runs in opposite directions.

Article 20 – AWARDS AND PRIZEMONEY

There will be no awards and/or prizemoney.

Article 21 – PROTESTS AND APPEALS

All protests are to be formulated in accordance with the FIM Disciplinary and Arbitration Code and these supplementary regulations.

The International Jury will hear any protests that are lodged during the event.

Article 22 – MEDICAL SERVICES

There will be 2 fully qualified Doctors with land speed event and outback experience and a temporary triage centre in the pits and a fully equipped Ambulance.

The ambulance will be stationed beside the track during all attempts and will follow behind the competitor parallel to the track down the length of the course.

The Royal Flying Doctor Service have been notified of the event and have been given coordinates for a temporary landing strip on the Lake Surface. A set of night landing lights are on loan from the RFDS.

Article 23 – OPERATING PROCEDURES

Operating procedures will be as per the current FIM World Records Regulations.

Article 24 – SUCCESSFUL ATTEMPTS

Successful attempts must meet the FIM equipment standards and be accomplished complying with the FIM operating procedures. They must also result in a recorded speed in excess of a current established class record and in excess of all other attempts within the same class during the same day will result in a tentative record.

Successful attempts that result in a tentative record will not be recognized as a "FIM WORLD RECORD" until it has been ratified by the CCR/FIM.

If a record is still in the process of being ratified, any advertising concerning the results of the attempt must clearly state, in legible characters, "SUBJECT TO FIM RATIFICATION".

The participant or participants who obtain a tentative record will be notified and are held responsible to notify the organizer without delay of any errors or omissions regarding the record.

Article 25 – INSURANCE

By approving of the entry form, the FMN of the rider certifies that he is personally insured in compliance with the FIM Code and Regulations.

The organizer has taken out an insurance policy covering the liability of the riders in the event of accident (s) occurring during the Event.

A copy of the contract is available upon request. The organizer can not to be held responsible for damages caused to a vehicle, accessories or equipment through accident, fire or any other causes.

Article 26 – PROTEST

All protests have to be drawn up in accordance with the requirements of the FIM Disciplinary and Arbitration Code and be accompanied by a fee of 660 €.

Article 27 – RENUNCIATION OF ANY RECOURSE AGAINST SPORTING AUTHORITIES

Apart from the requirements of the FIM Sporting Code, riders and teams by participating renounce all rights of appeal against the Organiser, his representatives or agents by arbitration or before a tribunal or any other manner not foreseen by the FIM Sporting Code for any damages for which they could be liable in consequence of all acts or omissions on the part of the Organiser, his officials, representatives or agents in the application of these regulations or contributed to or arising out of their actions.

Article 28 – ANTI-DOPING POLICY

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

Article 29 – DRUG AND ALCOHOL TESTING

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

Article 30 – FIM CODE OF ETHICS & MA CODES OF BEHAVIOUR

All competitors, officials and parents are reminded of FIM Code of Ethics (Library: www.fim-live.com) & MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au which is a guide to appropriate behaviour at all motorcycle race meetings. Both Codes apply to this meeting and will be enforced.

Article 31 – ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

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

Article 32 – ADMISSION CHARGES FOR SPECTATORS

There is no cost for spectators to enter the lake. However, spectators will be encouraged to observe the attempts from the canteen on the edge of the lake. Spectators on the lake will be restricted to the pit area only.

Article 33 – DISCIPLINE SPECIFIC INFORMATION

Entrants and teams must abide by the DLRA Operational Plan and DLRA Club Rules and respect the environmental and cultural heritage of the Lake.

Furthermore, as per art. 4.1 of the FIM Environmental Code regarding the protection of the ground, all teams must use a standardized environmental mat. The environmental mat must be composed of an absorbent upper part and an impermeable lower part.

The use of an environmental mat protecting the ground (or other effective system for events taking place at circuits with permanent facilities) to prevent soil and water contamination is compulsory:

- Wherever work on the machine is allowed by the organisers;
- Under all waste oil and fuel containers provided by the organisers;
- At all official refueling points;
- Under all thermic powered generators and power washers.

The minimum technical data for the mat are:

- Dimensions: Minimum 160 cm X 100 cm

Any infraction of this rule will be reported to the International Jury who will fine the rider responsible a maximum of EUR 370 or any other amount mentioned in the regulation or appendix of the discipline.

Other sanctions can be pronounced by the International Jury in accordance with the competences mentioned in Art. 3.1.3 of the FIM Disciplinary and Arbitration Code (DAC) and Article 50.1.3 of the FIM Sporting Code.

Article 34 – POSTPONEMENT / CANCELLATION OF THE EVENT

Should circumstances or safety reasons demand it, the Event could be postponed or cancelled. For this the organizer will not be held responsible.

Documents enclosed:

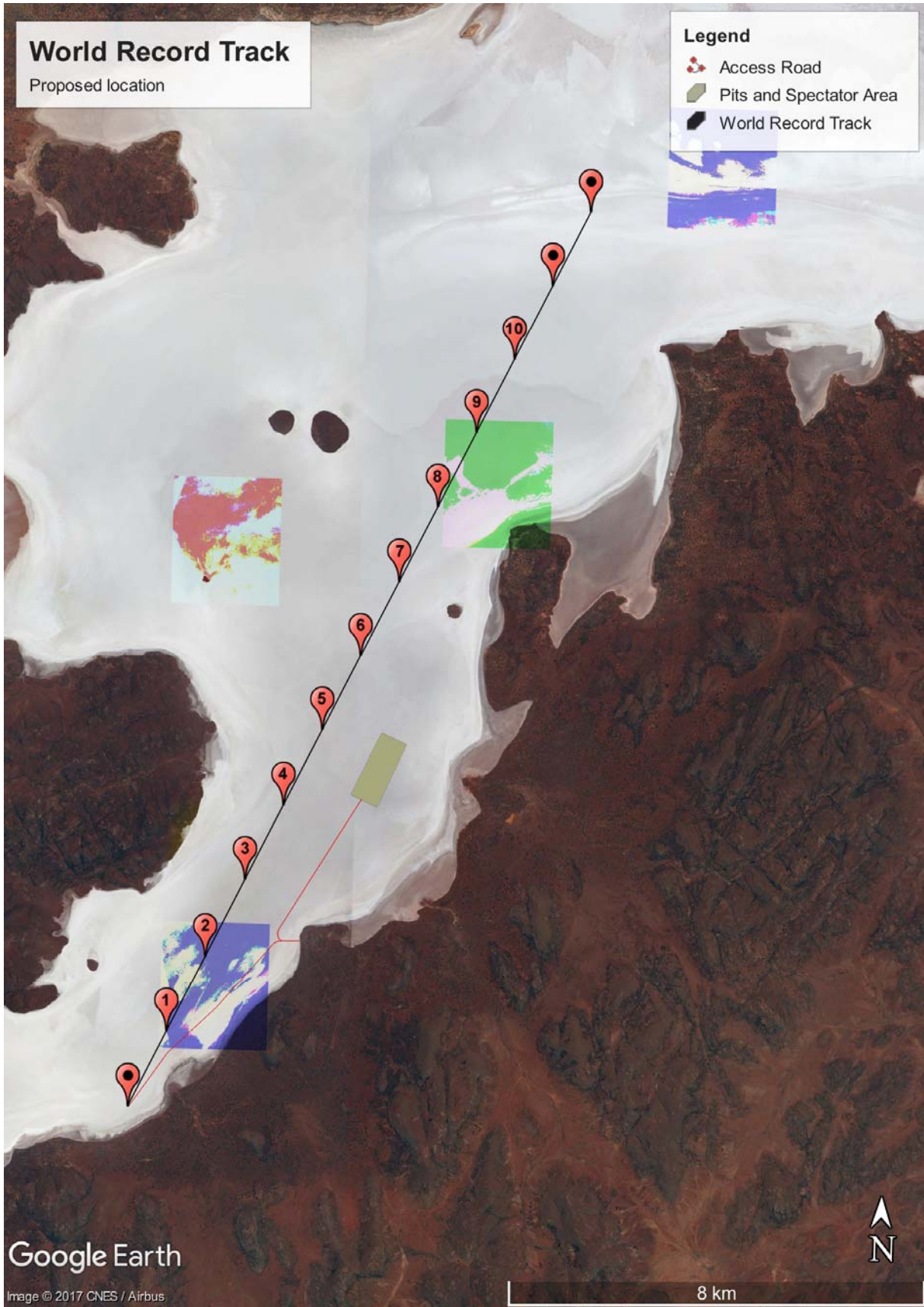
A – Location Map

B – Map of the circuit

C – Schedule

D – Entry Form

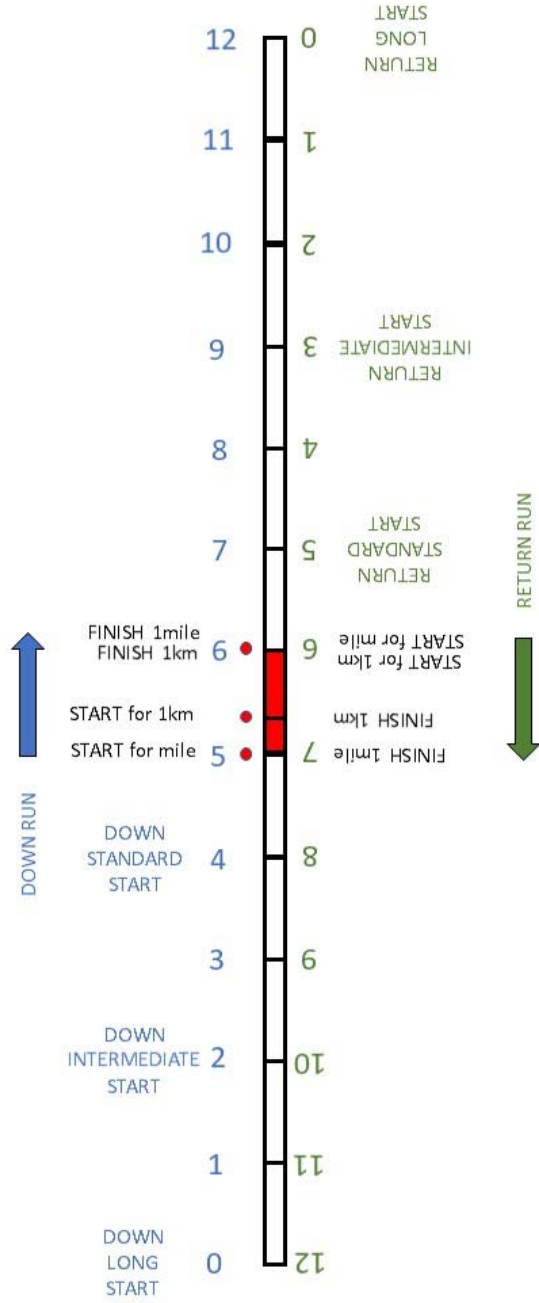
ATTACHMENT A – LOCATION MAP



ATTACHMENT B – MAP OF THE CIRCUIT



World Speed Trials Australia
Track Layout – Lake Gairdner



ATTACHMENT C – SCHEDULE

Sunday 16 th March 2018	5.00pm	Riders Briefing
Saturday 17 th March 2018	Event is officially open	
	7.30am	Lake is open, Pits are open
	7.00pm	Lake is closed, Pits are closed
Sunday 18 th	7.30am	Lake is open, Pits are open
	7.00pm	Lake is closed, Pits are closed
Monday 19 th March 2018	7.30am	Lake is open, Pits are open
	7.00pm	Lake is closed, Pits are closed
	Event is officially closed	

ATTACHMENT D – ENTRY FORM

ENTRY FORM

Entries 20th January 2018
 Close:
 Send to: Rudolf Steck, SWISSPERFORMANCE.ch

P.O. Box 106
 CH – 8306 Brüttisellen
 +41 44 833 30 11

Office Use
 Only:
 Allocated Rider
 No:

RIDER DETAILS: (Please Print Clearly)

Rider's First Name: _____ Rider's Surname: _____
 Address: _____
 City / Town: _____ State: _____ Postcode: _____
 Telephone: _____ Mobile: _____
 Date of Birth: _____ Email: _____
 Next of Kin: _____ Next of Kin Contact: _____
 Rider's MA Lic No.: _____ Expiry Date: _____ Grade: _____ 1st Preferred No. Plate _____ 2nd Preferred No. Plate _____

PASSENGER DETAILS: (SIDECAR ONLY)

Passenger's First Name: _____ Passenger's Surname: _____
 Address: _____
 City / Town: _____ State: _____ Postcode: _____
 Date of Birth: _____ Passenger's MA Lic No.: _____ Expiry Date: _____
 Next of Kin: _____ Next of Kin Contact: _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

I am a professional rider and my ABN is: _____ Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

MUST BE COMPLETED BY ALL COMPETITORS/ENTRANTS

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCRs of MA and these Supplementary Regulations.

Rider's Name _____ Signature: _____ Date: _____
 Entrant's Name: _____ Signature: _____ Date: _____

RIDER MACHINE DETAILS

1st Bike - Make/Model & Capacity: _____ 2nd Bike - Make/Model & Capacity: _____
 3rd Bike - Make/Model & Capacity: _____ 4th Bike - Make/Model & Capacity: _____

Classes	Machine details and capacity	Rider Age	Entry Fee
Total Entry Fee			

ENTRY FEES: PAYMENT (Cheque, credit card or money order)
 Make Payment to SWISS PERFORMANCE ABN: CH-020.1.040.099-6
 Card Type MasterCard Visa Bankcard Total Amount: \$ _____
 Credit Card: _____ / _____ / _____ Expiry Date: ____ / ____
 Name on card: _____ Signature: _____

Office Use Only

Date Received:	Money Received:		Date Receipt Sent:
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CONTRACT TO PARTICIPATE IN THE INTERNATIONAL WORD RECORD LAND SPEED EVENT

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, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include:
- (i) a claim against MA, the Motorcycling Organisations and the Indemnitees by any person expressly entitled to make a claim under a MA Insurance Policy; or
 - (ii) a claim against MA or the Motorcycling Organisations 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. RISK WARNING

I ACKNOWLEDGE that motorcycle sport is inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with engaging in the sport (whether as a competitor, recreational rider, coach, official or media) which include, but are not limited to the following:

- i) that physical and mental injuries can and often do occur, which may result in me being hurt or even 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) I acknowledge I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.
- c) By signing this participant declaration form I acknowledge, agree, and understand that participation in the recreational services provided by MA, the Motorcycling Organisations and the Indemnitees, may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002 (NSW)*, *Civil Liability Act 2002 (WA)* and *Civil Liability Act (Tas)*.

4. WAIVER

- a) I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian

Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

- b) I acknowledge that If I sign this participant declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form.
- c) To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

5. INDEMNITY AND RELEASE

IN CONSIDERATION of the acceptance of me as a participant in the Meeting, I, to the extent permitted by law:

- (a) release and will release the Indemnitees from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Motorcycling Activity;
- (b) release and indemnify the Indemnitees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and
- (c) indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
 - (i) arising as a result of or in connection with my competition or my participation in the Motorcycling Activities;
 - (ii) against the Indemnitees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.

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

6. The release and indemnity provided by me in this 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 SWISS PERFORMANCE and the DLRA, 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;
 - 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 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

- 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.



PARTICIPANT DECLARATION

Motorcycling Australia
South Melbourne VIC 3205
T: 03 9684 0500 F:03 9684 0555 e: mail@ma.org.au

Copies of all MA rules, policies and regulations are available by contacting the MA office. I agree to follow any rules set by the Motorcycling Organisations in connection with any Motorcycling Activities and if I fail to comply with the Motorcycling Organisations rules and/or directions, I will not be permitted to participate or continue to participate and no refund will be given.

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.

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

14. PREVAILING CONDITIONS

You acknowledge and agree that:

- (a) motorcycling and the Motorcycling Activities can and will be affected by the weather which may change without warning;
- (b) there is often an element of the "luck of the prevailing conditions" when undertaking the Motorcycling Activities over which the Motorcycling Organisation or any of them have no control;
- (c) unintended incidents may occur during motorcycling including defects in the track hidden.

15. GOVERNING LAW

The governing law of this agreement is the law of the state of Victoria ("Jurisdiction"). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

**SIGN
HERE**

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

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

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

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

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

- a) I/we have read the whole of this document and understand it;
- b) I/we consent to the entrant participating in the Event; AND
- c) I/we are aware of the risks set out in Clause 3 above and agree to the waiver in clause 4;
- 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 participant declaration,

PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

PASSENGER'S PARENT/GUARDIAN: _____ **SIGNATURE** _____ **DATE:** _____

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Swiss Performance
- 5) Dry Lakes Racers Australia Inc
- 6) Department of Environment, Water and Natural Resources and the Gawler Ranges Aboriginal Corporation
- 7) Greg Wapling and Ruedi Steck
- 8) Dr. Scott Lewis (Medical)
- 9) Russell Branson (Fire and Rescue)
- 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:

Saturday 17th to Monday 19th March 2018

SCHEDULE 3:

Lake Gairdner, South Australia

SCHEDULE 4

For recreational services or activities provided throughout Australia:

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



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South Melbourne VIC 3205
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By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to me or the community;
 - (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*) or *Civil Liability Act 2002 (WA)*, as applicable) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to me or the community;
 - (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

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

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

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and *Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the Indemnitees flowing from them, are expressly excluded to the extent possible by law, by this application to compete form and declaration. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

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

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services, there is:

- (a) statutory guarantee that those services will be rendered with due care and skill; and
- (b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: I agree that the liability of MA, the Motorcycling Organisations and the Indemnitees for any personal injury that may result from the supply of



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the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

- (a) Recreational services are services that consist of participation in - • sporting activity or similar leisure-time pursuit; or • any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- (b) Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

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

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and MA, the Motorcycling Organisations and the Indemnitees incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.