



RIDERS SIGN ON FORM

Club.....



I/we the undersigned declare that we have read and understood the disclaimer opposite and on reverse of this sign on sheet and understand and agree to accept the conditions as stated in items 1 to 14. Riders under 18 years of age must be signed in by parent or legal guardian.

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**CONTRACT TO PARTICIPATE IN MOTORCYCLE SPORTING EVENT AND/OR ACTIVITY
RIDER/PASSENGER INDEMNITY**

ALL RIDERS AND PASSENGERS MUST READ THIS INDEMNITY AND SIGN THE APPROPRIATE FORM
WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

1. I THE UNDERSIGNED HEREBY AGREE with the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the organiser") 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 in Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

ACKNOWLEDGMENT OF RISKS, DANGERS AND OBLIGATIONS

2. I **ACKNOWLEDGE** that:

- (a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach or official) 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 persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "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; and
- (c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- (d) I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

INDEMNITY AND RELEASE

3. **IN CONSIDERATION** of the acceptance of me as a participant in the Meeting:

- (a) I **AGREE TO INDEMNIFY AND WILL 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 Indemnities 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.

4. 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.

5. 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

6. 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.

7. 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.

8. Should I receive medical advice or treatment during the Event, including at the Medical Centre, I hereby consent to the relevant information being disclosed to MA or my SCB (including without limitation the Chief Medical Officer) and to ensure my ongoing care and in the interests of public safety at the Event. I understand that I may gain access to my medical information held by MA, by contacting my SCB.

PRIVACY

9. I hereby consent to the collection of my personal information by my SCB and MA in connection with my involvement at the Event and the use and disclosure of my personal information by my SCB 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 by contacting my SCB or MA. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

POLICIES AND REGULATIONS

10. I acknowledge 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 and my SCB as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.

11. 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 Drug Testing Agency (ASDA) is in accordance with the Australian Sports Drug Agency Regulations 1999 (Cth). 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

12. 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.

THIRD PARTY INDEMNITY WHERE APPLICANT IS UNDER 18 YEARS OF AGE

13. I/WE being the parents or guardians of the person named on the reverse (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 entrants participating in the Event; AND

- (c) I/we are aware of the risks, dangers and obligations set out in Clause 2 above;

- (d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA and my SCB, including, without limitation, the MA anti-doping policy;

14. **IN CONSIDERATION** of the applicant being accepted as an entrant 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.

- SCHEDULE 1
- 1) FEDERATION INTERNATIONALE MOTORCYCLISTE (International Controlling Body)
- 2) MOTORCYCLING AUSTRALIA (National Controlling Body)
- 3) MOTORCYCLING WA (State Controlling Body)
- 4) _____ (Promoter)
- 5) _____ (Land Owner)
- 6) 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
- 7) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

- SCHEDULE 2 _____ (Meeting Time & Date)

- SCHEDULE 3 _____ (Venue)