



COASTAL MOTORCYCLE CLUB WA INC



# 23<sup>RD</sup> CIVIL WAR OF MOTOCROSS

## OFFICIAL ENTRY FORM

20<sup>th</sup> March 2011

### SUPPLEMENTARY REGULATIONS



PERMIT NO: TBA

VENUE: Coastal Park

TRACK LICENCE NO: 7176

#### 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.

The Annual Civil War of Motocross is a fun event and is open to junior and senior riders. All points scored are accumulated towards team scores. Each member of the winning team wins a cash payout, while each member of the losing team receives a product from Motul. Each team is allocated a captain, their job being to muster the troops and make sure that all battle weary troops still contest the finale, "THE BULL RUN" for double points. The teams will not be drawn geographically; both sides will be drawn equally to provide the best "BATTLE OF BEAST AND BIKES" for the centuries.

Remember it is for fun, but you've got to be in it to experience it. Get your entries in soon. Beat the deadline. Bring your armour and ammo and don't forget "it's war". All races are 3 lap sprints.

### 1. ANNOUNCEMENT & JURISDICTION

The Coastal Motorcycle Club WA Inc, known as the PROMOTER, will conduct the meeting in accordance with the GENERAL COMPETITION RULES OF MOTORCYCLING AUSTRALIA (GCR's), these supplementary regulations & any additions or amendments approved by MWA.

### 2. OFFICIALS

Officials are appointed with the approval of MWA. Control will be under the Clerk of Course with the supervision from the Steward/s of the meeting who reserve the right to alter, postpone or cancel all or part of the event program if required, without notice. The Steward is appointed by MWA.

Steward	TBA
Clerk of Course	Graham Collis
Race Secretary	Kerrie Collier
Machine Examiner	Michael Johns

### 3. ELIGIBLE CLASSES & EVENTS

#### 3.1. CLASSES

50cc Demo (non-competitive)	4 - U9 yrs
50cc Auto	7 - U9 yrs
65cc	7 - U13 yrs
85cc 2 str. /150cc 4 str. std wheel	9 - U12 yrs
85cc 2 str. /150cc 4 str. std/big wheel	12 - U16 yrs
100cc 2 str to150cc 2 str & 250cc 4 str	13 - U16 yrs
Junior Quads 90cc 2 str. / 110cc 4 str.	7 - U13 yrs
Junior Quads 200cc 2 str. / 300cc 4 str.	12 - U16 yrs
Senior Lites	
Senior Open	
Senior Quads 16 yrs & over	
Veterans	

AGE DIFFERENCE OF GREATER THAN (4) FOUR YEARS WILL BE PERMITTED.  
All grades subject to nomination. Grades may be combined according to entries received.

## 3.2. EVENTS

### BATTLE 1

1	50cc Demo	Battle of the Babes	3 laps*
2	50cc Auto	March of the Infantry	3 laps*
3	85/150 cc ABC Grade 12-U16 big wheel	Charge of the Cavalry	3 laps*
4	Pro, Intermediate & Clubman Lites	Battle of New Orleans	3 laps*
5	Junior Quads 7-U13	Rookie Rebels	3 laps*
6	65cc ABC Grade 7-U13	Dispatch Riders "Go"	3 laps*
7	Pro, Intermediate & Clubman Open	Gettysburg War	3 laps*
8	Junior Quads 12-U16	Blasting Action	3 laps*
9	85/150 cc ABC Grade 9-U12 small wheel	Captain Lee's Advance	3 laps*
10	Senior Quads 16 years & Over	Mississippi Madness	3 laps*
11	Veterans	Lincoln's Blockade	3 laps*
12	Junior 100cc to 150cc 2 str & 250cc 4 str	The Call to Arms	3 laps*

**BATTLE 2** (format repeated as above).

**BATTLE 3** (format repeated as above).

\* time permitting

### FEATURE RACE - CAPTAINS CHOICE (double points)

Seniors (all capacities except quads)  
First 40 to sign on when announced.

"THE BULL RUN"

6 laps\*

### 4. MINIMUM / MAXIMUM RIDERS

The maximum number of entries that will be accepted per class is 40 riders, except for quads which is 20 per class. The minimum number of entries to constitute a class is 5 riders. Classes may be altered to suit entries received.

### 5. ENTRY FEES AND CONDITIONS

#### 5.1. CLOSING DATE FOR ENTRIES

Entries will officially close 6 days prior to the event – Monday 14<sup>th</sup> March 2011.

Late entries MAY not be accepted.

#### 5.2. ENTRY FEES

Entry fees: \$45.00 per rider  
\$45.00 per extra class

Extra machine will be allowed but the machine must go through machine examination in the time specified. Sponsors names will be accepted. Sponsors will be shown next to a rider's name in the program at the promoter's discretion.

#### 5.3. REFUNDS

Refunds will be given to riders not able to attend the meeting due to injury only. Notice of 48 hours will need to be given to the Race Secretary and a medical certificate will need to be provided. \$5.00 will be retained to cover administration costs.

#### 5.4. ADDRESS FOR ENTRIES

Correct entry forms are to be sent to:

The Race Secretary  
P.O. Box 1001  
Bibra Lake DC 6965

Contact: 0437 550 047

*Cheque or money order is to be made payable to **CMCC***

**Please include a stamped self-addressed envelope for a Gate Pass and Receipt. Gate entry will be charged if you do not have a pass.** Entry will be for rider plus one other i.e. mechanic or parent.

### 6. MACHINE EXAMINATION

Pits will open 6.30am.

Machine examination from 7.00am to 8.30am.

**All competitors must present themselves with their MA license, proof of current club membership listed on their licence 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.**

**Junior riders must be wearing their helmet at machine examination.**

Machines may be measured, bore & stroke for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place getters. The Steward and Clerk of Course will be responsible for the decision to measure machines that day. Any machine may be measured at the request of the Steward or under protest

**Noise Testing** - As per GCR's

### 7. RACE CONDITIONS

The promoters reserve the right to postpone, cancel or change the program if necessary with MWA approval prior to the meeting or with permission from the Steward on the day of the meeting. Control will be under the Clerk Of Course with supervision from the Steward whose interpretation shall be binding and is FINAL.

## 7.1. RIDERS MEETING

A riders meeting will be held 8.35am. All riders must attend.

## 7.2. PRACTICE

Practice will commence at 8.45am on the day for all capacity classes. Minimum 3 laps time permitting.

## 7.3. START METHOD

Self-penalising drop gates. Clutch start.

1. 15 second board displayed to all riders for full 15 seconds
2. At the end of 15 sec a 5-sec board will be displayed.
3. The gate will drop between 5 and 10 seconds after the 5-sec board is shown.

## 8. AWARDS

The accumulation of points over the full day decides the winning team and no team is safe until the last race has been run. Prize money will be paid to the winning team only and should amount to approximately \$2,500.00 subject to combined entries. Each member of the winning team will receive \$30 cash, payable 45 minutes after the completion of racing – in the canteen. **Riders must be present and produce their MWA licence to receive payment.** No prize money will be posted out. YOU MUST BE THERE TO COLLECT. All members of the losing team will receive a Motul product. Riders scratched due to injury during the meeting will be eligible to prize money from teams' allocation at the discretion of the Clerk of Course. These riders must inform the Timing Team and the Clerk of Course. This also applies to riders who are excluded due to machine failure. 50cc (Demo) 4 – U9yr competitors ALL receive a participation award. The awards will be the same for all Div1 competitors. The Bull Run prize money will be awarded to the first placed Pro, Intermediate and Clubman Rider.

## 9. FIRST AID

First aid personnel will be in attendance.

It is a condition of entry that First Aid **MUST** be accepted wherever deemed necessary by the attending first aides. The Steward of the day has the right to refuse further racing of a rider if first aide requirements are not adhered to.

### 9.1. Injuries

Riders transported to hospital must obtain a medical clearance which is to be produced on demand at the next race meeting.

### 9.2. Ambulance Cover

All riders are reminded that ambulance cover is compulsory as a condition of your licence. Cover must be maintained for the duration of your licence.

## 10. FLAG DUTY

Riders who intend to practice or participate must be accompanied by a parent, guardian or relevant person who may be required to do flag marshal duty if called upon to do so. The Steward/s of the meeting reserves the right to withdraw any rider of the event if the parent or nominated person refuses to carry out such duties without showing just cause.

### 10.1. Flags

A rider's representative who is required to do flag duties must sign on at machine examination. If you do not sign on your rider will be excluded from practice and competition unless just cause can be proven to the Steward of the day.

## 11. RIGHT TO USE IMAGE

Please see Right to Use Image paragraph within "Participant Declaration" (Point 14) on the last page of this document

## 12. GENERAL RULES

- 12.1. No alcoholic beverages allowed in pits or racing circuit.
- 12.2. There will be no riding of bikes other than on the track.
- 12.3. Machines must be pushed to and from vehicles and in and out of the pits. Engine may be running to assist.
- 12.4. Dogs will not be permitted (except guide dogs).
- 12.5. Enclosed footwear must be worn in the pits at all times.
- 12.6. No pit bikes, mini-bikes, recreational quads or scooters permitted within the pits.

## 13. TIME SCHEDULE

PITS OPEN	6.30am
MACHINE EXAMINATION	7.00am-8.30am
PITS CLOSE	8.30am
RIDERS MEETING	8.35am
PRACTICE	8.45am
FIRST RACE	Following practice
PRESENTATIONS	Following final event.

## 14. ADDITIONAL INFORMATION

### 14.1. FACILITIES

Canteen, Bar and Showers available.

### 14.2. ENQUIRIES

For any enquiries: Kerrie (Phone: 0437 550 047 or email: eirrek@aapt.net.au)



COASTAL MOTORCYCLE CLUB WA INC



# 23<sup>RD</sup> CIVIL WAR OF MOTOCROSS

## OFFICIAL ENTRY FORM

MA LICENCE NO.	LICENCE EXPIRY DATE	RACING NO.	MWA GRADING

RIDERS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTCODE \_\_\_\_\_ PHONE NO \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ MALE/FEMALE \_\_\_\_\_ AGE AS AT 1.1.11 \_\_\_\_\_

RIDERS CLUB \_\_\_\_\_ EXPIRY DATE OF CLUB MEMBERSHIP \_\_\_\_\_

SPONSORS \_\_\_\_\_

CLASS	AGE GROUP	MAKE OF MACHINE	STROKE	GRADE
50cc DEMO	4-u9			
50cc AUTO	7-u9			
65cc	7-u13			
85cc/150cc STD	9-u12			
85cc/150cc STD/BW	12-u16			
125cc 2 stroke	13-u16			
Up to 150cc 2 stroke, 250 4 stroke	13-u16			
Quads 90cc 2 str/110cc 4 str	7-u13			
Quads 200cc 2 str /300cc 4 str	12-u16			
Senior Lites				
Senior Open				
Senior Quads				
Vets	35+			

	ONE (1) CLASS	TWO (2) OR MORE CLASSES	TOTAL
1 <sup>ST</sup> RIDER	\$45.00	\$45.00 PER EXTRA CLASS	
<b>TOTAL AMOUNT PAYABLE AND ENCLOSED (INCLUSIVE OF GST)</b>			<b>\$</b>

Quoting an Australian Business Number (ABN)

The goods and services tax affects the payment of prize money. If you do not provide an ABN or declare the sport as a hobby, the Promoter may withhold 48.5% of prize money over \$50:00 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 prize money is paid.

I am a professional rider and my ABN is \_\_\_\_\_

Motorcycle Sport is my hobby, which is the reason I am not quoting an ABN

PLEASE READ AND SIGN THE REVERSE SIDE OF THIS FORM. YOUR ENTRY WILL NOT BE ACCEPTED UNLESS THIS FORM IS FULLY COMPLETED IN THE CORRECT MANNER.

Date Received: \_\_\_\_\_ Payment Method: \_\_\_\_\_ Details: \_\_\_\_\_ Receipt/Pass Issued \_\_\_\_\_

## PARTICIPANT DECLARATION

### CONTRACT TO PARTICIPATE IN CIVIL WAR 2011

**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.**

#### **X** I THE UNDERSIGNED (RIDER'S NAME):

[Insert Riders 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

- In this declaration:
  - "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;
  - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - "MA" means Motorcycling Australia Limited;
  - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
  - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - "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

- I ACKNOWLEDGE that:
  - 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:
    - that I may be injured, physically or mentally, and may be killed;
    - that my machinery or equipment may be damaged, lost or destroyed;
    - that competitors may ride dangerously or with a lack of skill;
    - that track or event conditions may be hazardous and may vary without warning or predictability;
    - 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;
    - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
    - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
    - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
  - 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;
  - to the extent that any warranty is implied it is excluded to the full extent permitted by law;
  - 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)

- 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 Indemnitees.

#### INDEMNITY AND RELEASE GIVEN TO ORGANISERS

- IN CONSIDERATION of the acceptance of me as a participant in the Meeting: a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - that I participate in the meeting at my sole risk and responsibility;

- that I accept the Venue as it stands with all or any defects hidden or exposed;
- 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.
- 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.
- 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.
- 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

- 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.
- 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

- I hereby consent to the collection of my personal information by the Coastal Motorcycle Club WA Inc., MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Coastal Motorcycle Club WA Inc., 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 Coastal Motorcycle Club WA Inc., by contacting Coastal Motorcycle Club WA Inc. at PO Box 1001, Bibra Lake 6965 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.

#### 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:
  - I ACKNOWLEDGE that:
    - 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;
    - 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
    - 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).
  - IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
    - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
    - 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.
  - 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

- 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.
- 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.

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

#### 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: ..... X DATE: .....

#### THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

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

- I/we have read the whole of this document and understand it;
- I/we consent to the entrant participating in the Event; AND
- I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
- 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.

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

PARENT/GUARDIAN ..... X  
SIGNATURE DATE: .....

#### SCHEDULE 1.

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Western Australia
- Coastal Motorcycle Club WA Inc.
- Department of Environment & Conservation

6)

7)

8) First Aid Provider.

9)

- 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

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

#### SCHEDULE 2:

Sunday 20<sup>th</sup> March 2011, 6.30am

#### SCHEDULE 3:

Coastal Park, Lot 170 Cockburn Rd, Henderson, WA 6164