

MOTORCYCLING AUSTRALIA

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.
CONTRACT TO PARTICIPATE IN MOTORCYCLE SPORTING EVENT AND/OR ACTIVITY

1. I (block letters) _____ (RIDER)
I (block letters) _____ (PASSENGER)

HEREBY AGREE with the persons, organisations and bodies corporate whose names appear in Schedule 1 (hereinafter collectively called "the organisers") that I am by this agreement entitled to participate in the motorcycle meeting listed in Schedule 2 (hereinafter called "the meeting") 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 the sport of motorcycle racing is dangerous and that by engaging in the sport and participating in the race 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 other competitors may ride dangerously or with lack of skill;
 - that track or event conditions may be hazardous and may vary without warning or predictability;
 - that the organisers, officials, landowners/track operators and any agent or representatives of those in charge of race meetings are frequently obliged to make decisions under pressure of time and/or events;
 - that any policy of insurance of or in respect of my life or physical or mental health may be avoided;
 - 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 others to compete safely and within the rules of competition.

INDEMNITY GIVEN TO ORGANISERS

3. IN CONSIDERATION of the acceptance of me as an entrant in the meeting I AGREE TO INDEMNIFY the organisers and each of them in the following manner:
- that I participate in the race meeting at my sole risk and responsibly;
 - that I accept the venue as it stands with all or any defect hidden or exposed;
 - that I indemnify and hold harmless the organisers, their respective servants, agents or officials against any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or rising out of my death or any injury, loss or damage caused to me or to my machine or equipment whether caused by negligence, breach of contract or in any manner whatsoever.

SCHEDULES

- | | | |
|------------|--|--------------------------|
| Schedule 1 | 1) Federation Internationale Motocyclist | |
| | 2) Motorcycling Australia | |
| | 3) Motorcycling Victoria | (Local Controlling Body) |
| | 4) HMRV Inc. | (Promoter) |
| | 5) Motorcycling Victoria | (Land Occupier) |
| Schedule 2 | State Motorcycle Complex | (Venue) |
| Schedule 3 | Victorian Historic Championships 2007 | (Event Name) |

RIDER'S SIGNATURE _____ PASSENGER'S SIGNATURE _____

DATE _____ DATE _____

THIRD PARTY INDEMNITY WHERE ENTRANT IS UNDER 18 YEARS OF AGE

4. I/WE _____ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:
- that I/we have read the whole of this document and understand it;
 - that I/we consent to the entrant participating in the race meeting; AND
 - that I/we are aware of the risks, dangers and obligations set out in Clause 2 hereof:
5. In consideration of the entrant being accepted as an entrant in the race meeting I/WE HEREBY INDEMNIFY the organisers in the same manner and to the same effect as if I/we were the entrant.

PARENT/GUARDIAN'S SIGNATURE _____ DATE _____