



2012 PHILLIP ISLAND SUPERBIKE WORLD CHAMPIONSHIP

23 FEBRUARY – 26 FEBRUARY 2012

NATIONAL SUPPORT EVENTS
INCORPORATING ROUND 1 of the AUSTRALIAN
SUPERBIKE CHAMPIONSHIP (ASBK)

SUPPLEMENTARY REGULATIONS

Conducted under the jurisdiction of
Motorcycling Australia Ltd

Motorcycling Australia Ltd Permit Number: MA 1043

Promoted by
PI SBK Pty Ltd

For queries regarding your entry, contact:

Leanne Betts
PI SBK Pty Ltd
RMB 500GP, Cowes VIC 3922
Tel: (03) 5952 2710 Fax: (03) 5952 3160
Email: leanne.betts@phillipislandcircuit.com.au
Website: www.phillipislandcircuit.com.au

For queries regarding MA Licences or General
Competition Rules of Motorcycling Australia, contact:

Rebecca Kastenberger
Motorcycling Australia
PO Box 134, South Melbourne VIC 3205
Tel: (03) 9684 0500 Fax: (03) 9684 0555
Email: events@ma.org.au
Website: www.ma.org.au



1. ANNOUNCEMENT

The meeting will be conducted under the General Competition Rules (GCR) contained in the 2012 Manual of Motorcycle Sport of Motorcycling Australia Limited (MA), the ASBK 2012 Series Championship Supplementary Regulations as appropriate, these Supplementary Regulations and any Final Instructions approved by MA.

This Meeting is a round of the Superbike World Championship and any World Championship event regulations take precedence over these Supplementary Regulations which will take precedence over any other regulations if there is any conflict between the regulations, recognising that the Organisers will use their best endeavours to ensure that the Support Category events are conducted as planned.

2. JURISDICTION

The meeting will be run under Permit No MA 1043 issued by Motorcycling Australia, Phillip Island Grand Prix Circuit Track Licence No: MA11-035.

MA Steward – TBC

Clerk of the Course – Peter Smith

Deputy Clerk of the Course – Tom Williams (responsible for National Support Events)

Secretary of the Meeting – Peter Nelson

Secretary of the Meeting – Rikki Dryden (National Support Events)

The meeting will be open for competition to holders of current MA Senior National Licences. Riders with FIM licenses issued by other National Federations are eligible to enter provided they receive a “start permission” from their federation and have personal accident insurance to the satisfaction of the organisers.

Where unavoidable circumstances necessitate changes to the schedule or supplementary regulations at the Meeting, these changes will take precedence over ASBK 2012 Series Regulations.

The promoter reserves the right to alter or cancel any of the listed events should extraordinary circumstances arise. The World Championship events will take precedence. The promoter reserves the right to cancel any event should insufficient entries be received.

3. DESCRIPTION OF EVENTS

• AUSTRALIAN SUPERBIKE

Two (2) races of fourteen (14) laps for Superbike motorcycles, complying with ASBK Championship Supplementary Regulations and Technical Specifications 2012.

• AUSTRALIAN PROSTOCK (Superstock 1000)

Two (2) races of fourteen (14) laps for Prostock motorcycles, complying with ASBK Championship Supplementary Regulations and Technical Specifications 2012 (combined with Australian Superbike).

• AUSTRALIAN SUPERSPORT

Two (2) races of twelve (12) laps for Supersport motorcycles, complying with ASBK Championship Supplementary Regulations and Technical Specifications 2012.

• AUSTRALIAN SUPERSTOCK C & D (Superstock 600)

Two (2) races of twelve (12) laps for Superstock Motorcycles, complying with ASBK Championship Supplementary Regulations and Technical Specifications 2012 (combined with Australian Supersport).

NOTE: Due to a grid capacity of 40 and qualifying limit of 48 priority for the combined classes of Superbike/Prostock and Supersport/Superstock, entries will be accepted based on participation and support of the 2011 ASBK Championship. A maximum of 24 entries per class (i.e. Supersport 24, Superstock 24) up to the qualifying limit of 48 will take place. In the event one of the classes doesn't reach the maximum of 24 at the close of entries, priority will be given to those entries received first to reach the maximum limit of 48.

Refer point 13. Grid Positions regarding riders who may miss the cut off grid capacity limit of 40. This will also be based on a percentage (%) of the total entries of each class that make up the combined class.

- **AUSTRALIAN 250 PRODUCTION**

Three (3) races of seven (7) laps for 250 Production motorcycles, complying with ASBK Championship Supplementary Regulations and Technical Specifications 2012.

NOTE: A minimum number of fifteen entries must be received to confirm this class as a starter at the event

- **AUSTRALIAN HISTORIC**

Three (3) races of six (6) laps for Periods 4 & 5 500cc – 1300 cc Four Stroke machines and Period 5 500 – 1300 cc Two Stroke machines (eg. Suzuki RG500, Yamaha TZ 750) complying with GCR16 including number plates and technical specification.

Please note that Australian Historic entries will be via invitational process by the organisers, and the action of submitting an entry in itself does not confirm an invitation. Entries will be accepted from the entry list at the sole discretion of the Organisers, with the best interests of the event in mind.

4. ENTRIES

Entries will open forthwith and will close on Monday 6th February 2012. Entries received by this date, which are accepted, are guaranteed to be listed with their nominated Entrant in the Official Event Program.

The lodging of an Entry Form is not a guarantee of entry into the race or for practice or for qualifying.

The submitting of an Historic Motorcycle category entry form is no guarantee of entry acceptance. Entries will be accepted at the organiser's sole discretion and may be selected on and not limited to the following criteria:

- a. Previous race results
- b. Historic significance
- c. Machine presentation
- d. Engineering and regulation compliance

If the number of entries is greater than the number of riders that can safely practice (48), the acceptance of entries will be considered on the following basis.

Date of lodgement of the entry

Grading of riders

Standing in the 2011 Australian Superbike Championship for the respective class.

Maximum riders for Practice/Qualifying 48

Maximum riders for Racing is 40

5. ENTRY FEES

The Entry fee will be \$660 (Including GST) for Australian Superbike, \$660 (Including GST) for Australian Supersport, \$660 (Including GST) for Australian Prostock and \$660 (Including GST) for Australian Superstock C & D. The Entry Fee includes:

- The hire of a timing transmitter
- The hire of a 3m x 3m section of an undercover marquee bay
- Power supply
- Rider Insurance Levy
- ASBK Championship Round 1 entry

The Entry Fee for Australian 250 Production will be \$400 (Including GST). The Entry Fee includes:

- The hire of a timing transmitter
- The hire of a section of a permanent garage in the Support Paddock area
- Power supply
- Rider Insurance Levy

The Entry Fee for Australian Historic will be \$380 (Including GST). The Entry Fee includes:

- The hire of a timing transmitter
- The hire of a section of a permanent garage in the Support Paddock area
- Power supply
- Rider Insurance Levy

Entries will only be accepted if they are accompanied by the Entry Fee.

Competitors will be required to use the undercover work area provided by the Promoter.

The Entry Fee is non-refundable except:

- In the case of abandonment or postponement of the meeting by the promoter.
- In the case of entrants whose bikes are withdrawn by written advice to the Secretary of the Meeting, no later than three weeks before the first day of the meeting and upon receipt of a medical certificate.

6. SCHEDULE OF EVENTS

Thursday, 23 rd February:	Scrutineering 14:30 – 15:00 – Free Practice 1 Australian 250 Production 15:05 – 15:35 – Free Practice 1 Australian Supersport/Superstock 15:40 – 16:10 – Free Practice 1 Australian Superbike/Prostock 16:15 – 16:45 – Free Practice 1 Australian Historic
Friday, 24 th February:	Scrutineering Practice Timed Qualifying Race 1: Australian 250 Production Race 1: Australian Historic
Saturday, 25 th February	Timed Qualifying: Australian Superbike/Prostock Superpole Supersport/Superstock – Fastest four (4) from qualifying Superpole Superbike/Prostock – Fastest four (4) from qualifying Race 1: Australian Supersport/Superstock Race 2: Australian Historic Race 2: Australian 250 Production Race 3 : Australian 250 Production Race 3: Australian Historic
Sunday, 26 th February	Race 1: Australian Superbike/Prostock Race 2: Australian Supersport/Superstock Race 2: Australian Superbike/Prostock

7. COMPETITORS NUMBERS

Racing Numbers will be allocated from Motorcycling Australia's Registered Numbers. PI SBK Pty Ltd will automatically allocate numbers to those riders who do not have a registered number.

If you wish to have your number registered please contact Motorcycling Australia.

The Promoter reserves the right to allocate all other racing numbers at its discretion.

Please note the following information:

- a) To assist with accurate lap scoring, it is each riders/entrants responsibility to ensure their number plates meet the requirements specified in GCR 12.6. Those with non conforming number plates will not pass scrutineering and may not participate at any stage of the meeting.
- b) Gloss number plate backgrounds and numbers illegible at a distance of 20m are not permitted. If directed by the Clerk of Course a machine shall take no further part in the meeting until the matter has been rectified.

8. SPONSOR DECALS

All competing motorcycles may be required to carry sponsorship decals supplied by the Promoter; should this be required, space free of advertising on both sides and front of bodywork, and not impinging on the number plates must be reserved for the Promoters decals.

9. PASSES (CREDENTIALS)

Each accepted Entrant in Australian Superbike & Prostock, Australian Supersport & Superstock and Australian 250 Production will receive credentials for four (4) persons, one (1) car park pass for parking in the infield and one (1) working vehicle pass. (no cars).

Each accepted Entrant in Australian Historic will receive credentials for three (3) persons, one (1) car park pass for parking in the infield and one (1) working vehicle pass (no cars).

The maximum number of Pit Crew who may proceed to Pit Lane while their rider is participating in practice, qualifying or racing is four (4) persons for Australian Superbike & Prostock, Australian Supersport & Superstock and Australian 250 Production. Three (3) persons for Australian Historic.

Should any entrant be found to have accepted credentials for the meeting and not made a bona fide attempt to practice and/or compete in the races the matter will be reported to Motorcycling Australia for further action.

Credentials may be collected at the Credentials Office situated near Gate 1 at the Phillip Island Grand Prix Circuit at times nominated in the Final Instructions.

10. PIT FACILITIES

Each competitor in the Australian Superbike & Prostock and Australian Supersport & Superstock will be allocated a 3m x 3m undercover space in a temporary facility in the SBK Paddock as part of the entry fee; additional space is available for hire at the cost noted on the Entry Form.

A 15 amp power outlet will be provided at each bay (i.e. two competitors to share each outlet). Competitors will need to provide their own equipment and lighting.

Each competitor in the Australian 250 Production and Australian Historic class will be allocated a shared garage in the Support Paddock as part of the entry fee.

Each garage contains four (4) 10 amp power outlets. (i.e. two competitors to share these outlets). Permanent lighting will be provided; competitors will need to provide their own equipment and any additional lighting.

If you wish to be placed next to another competitor please contact Leanne Betts at the circuit on 03 5952 2710 or e-mail: leanne.betts@phillipislandcircuit.com.au

NOTE: Those competitors that have completed their event program by Saturday will not be permitted to enter or leave the World Superbike Paddock area with vehicles until 17:00 on the Saturday.

NOTE : ALL other competitors will not be permitted to enter the World Superbike Paddock area with vehicles until the conclusion of ALL racing on Sunday without exception.

11. TIMING

The Promoter will provide AMB timing transmitters for all competitors. A bond of \$50 must be lodged with the organisers for any transmitter issued. Competitors will be responsible for the care of these transmitters and for any cost of repairs to or replacement of transmitters if a unit is lost, case damaged or damaged beyond repair. Transmitters may be collected from the Race Administration Office in the Tower.

12. QUALIFYING

Grid positions for all races for each class shall be determined during qualifying. Any rider not qualifying within 115% of the fastest time (in their class) will not be permitted to race.

In some circumstances, the Clerk of the Course, may include any entered rider who has failed to qualify. Practice times may be used for this purpose. Such riders will be required to start from the back of the grid.

In the event of two riders achieving equal practice/qualifying times the rider who sets the time first will be deemed the faster of the two riders.

Superpole for Australian Superbike/Prostock (fastest four riders) will determine the final four grid positions post qualifying and Superpole for Australian Supersport/Superstock (fastest four riders) will determine the final four grid positions post qualifying.

Refer to ASBK Supplementary Regulations for further detail.

13. GRID POSITIONS

Grid positions will be in the format 4, 4, 4 etc. The rider having realised the best time during qualifying shall start from pole position which will be the position on the left end of the first row of the starting grid.

Other Grid positions will be in order of qualifying, starting at the position adjacent to pole on the front row and numbering in order and in the same lateral direction for each successive row.

If the number of qualifiers exceeds the grid limit, positions will be allocated on a descending basis of times.

14. STARTS

All events shall be from a clutch start. A start will be affected when the red light is extinguished.

Competitors will be given a sighting lap to the grid and one warm up lap from the grid prior to the commencement of each race.

15. FUEL

No fuel will be available at the Circuit.

Refer ASBK 2012 Series Championship Supplementary Regulations

16. TYRES

Refer ASBK 2012 Series Championship Supplementary Regulations

17. CHANGE OF RIDER

Any rider may change machines before the start of each race provided the following conditions are adhered to:

- a) Notice of change of machine is to be given in writing to the Secretary of the Meeting for approval by the Clerk of the Course twenty (20) minutes prior to the start of each session/race. Notice is not required to be given if the rider has qualified on the machine onto which the rider changes ie, where the rider or team has more than one machine entered into the event.
- b) No rider may change to a machine which has not been scrutineered.

18. TRACK WALK

There will be an opportunity for all competitors to participate in a track walk or scooter session (not motorcycles) and bicycles ridden by riders or team members on Thursday 23rd at a time to be confirmed. No trackside medical service is provided at that time.

19. SCRUTINEERING

Machines entered in the competition must have successfully passed machine examination prior to taking part in practice, qualifying or racing.

Current competition licences along with leathers, boots which must be worn and gloves, back protector and helmet must be presented (having the competitors wear their gear saves a considerable amount of time with the gear checking).

Machines which suffer accident damage in practice, qualifying or race sessions must be re-examined by scrutineers before participating again.

MA eligibility logbooks will need to be produced at scrutineering for all Australian Historic machines.

Australian Historic entrants need to comply with the fuel regulations as per GCR 16.11

Failure to comply with this regulation will result in this matter being referred to the Clerk of the Course for further action.

20. STEWARDS

The Steward of the Meeting may in case of necessity or safety, postpone stop or cause to abandon a race or part of a race.

21. IMPOUNDING OF MACHINES

At the conclusion of each qualifying session and race for each class, ALL machines are to be impounded in a nominated area for up to thirty minutes at the discretion of the Chief Scrutineer or his/her representative.

22. RIDERS BRIEFING

All riders must attend the briefing to be held as notified in the Final Instructions. Proof of attendance shall be required by signing a register of entered riders. Failure to attend this briefing and sign the attendance register without an acceptable reason will result in a fine.

23. POINTS SCORING

Refer ASBK 2012 Series Championship Supplementary Regulations.

Australian Historic will be allocated points for each race in accordance with GCR 15.24.7.1. The winner shall be the rider amassing the highest number of points over the three (3) scheduled races.

In the event of a race being cancelled in its entirety, no points will be awarded although the race will have deemed to be run in regard to the overall event.

24. PODIUM PRESENTATIONS

1st, 2nd and 3rd overall in each class (Superbike, Prostock, Supersport, Superstock, 250 Production, Historics) will receive a trophy at the Podium Ceremony.

25. ANTI-DOPING

All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

If any doubts exist over prohibited substances it is recommended that competitors contact the Drugs in Sport Hotline 1800 020 506 or visit www.asada.org.au. When drug testing takes place, the payment of prizemoney may be delayed until results of the tests are known.

26. INSURANCE

Competitors holding a competition licence issued by Motorcycling Australia are covered by a personal accident policy with cover for death and permanent disabilities.

The details of this cover are contained in the 2012 Manual of Motorcycle Sport.

27. GENERAL BEHAVIOUR

The national support races are part of a World Championship Meeting. Team members must be neatly attired at all times. Enclosed footwear is required.

Team appearance and conduct on and off the track will be under close scrutiny. Team members deemed unsuitably attired will not be admitted to the pit lane or grid. Enclosed footwear is compulsory in pit lane.

The Organisers will not tolerate any act, which may bring the sport into disrepute. Any rider or crew member who acts in such a way will be reported to Motorcycling Australia for further action.

28. WARNING

It is a condition of entry that entrants and riders (or guardian) indemnifies the land owners and occupiers, the organisers, the promoters, the sponsors, Motorcycling Victoria, Motorcycling Australia (MA) their servants and officials, against any claims or liability for any damage loss or injury he or she may suffer arising in any way out of the competition. Where more than one signs the indemnity they are liable each of them and all of them jointly.

The entrants and riders participate at his or her sole risk and responsibility. He or she accepts the track/venue as it stands with all shortcomings hidden or otherwise and the full knowledge that participation can be hazardous.

29. CAMPING

Bass Coast Shire regulations stipulate that camping is only permitted at the Phillip Island Grand Prix Circuit in the Trackside Campground.

30. TRACK INSPECTION

All riders will be given the opportunity to inspect the track on foot prior to commencement of the practice. Any queries in regard to track safety should be taken up with the Clerk of Course. If the problem cannot be resolved to the satisfaction of the rider he/she may withdraw from the meeting.

31. DEFINITIONS

Promoter

The Promoter is PI SBK Pty Ltd, RMB 500GP, COWES, 3922

Organiser

The Organiser is The Superbike World Championship Race Organising Committee, which comprises representatives of PI SBK Pty Ltd and Motorcycling Australia Ltd

Peter Nelson

Secretary of the Meeting



Racing Number _____

Date Received _____

**ENTRY FORM - NATIONAL SUPPORT EVENTS SBK WORLD CHAMPIONSHIP
 PHILLIP ISLAND GRAND PRIX CIRCUIT 24 February – 26 February 2012
 ENTRIES CLOSE: MONDAY 6th February 2012**

PERMIT NO: MA 1043

TRACK LICENCE NO: MA 11-035

RIDER DETAILS

Riders First Name: _____ Riders Surname: _____
 Class: _____ Preferred Race No: _____ MA Licence No: _____ Grade: _____
 Address: _____
 Suburb: _____ State: _____ Post Code: _____
 Telephone: _____ Mobile: _____ Fax: _____ D.O.B: _____
 Email: _____ Next of Kin: _____ Next of Kin Tel: _____
 Entrant (for program): _____ Entrants MA Licence No: _____

MACHINE DETAILS

First Bike:- Make: _____ Model: _____ Capacity: _____ Tyre Type: _____
 Second Bike:- Make: _____ Model: _____ Capacity: _____ Tyre Type: _____

SCOOTER PASS REQUIRED: YES NO (Please Tick✓) Registration Number _____

ALLOCATE GARAGE SPACE NEXT TO (if applicable) _____

QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY

The Goods and Services Tax (GST) 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.

PRODUCTION MACHINE STATEMENT & DECLARATION

I/We are completely aware of the mechanical and electrical specifications of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms with all rules stated in the 2012 Manual of Motorsport (GCR) of MA and these Supplementary Regulations. I / we agree that if this accepted I/we will abide by the Manual of Motorcycle Sport 2012 (GCRs), these Supplementary Regulations and any Final Instructions that are issued.

Riders Name: _____ Signature: _____ Date: _____
 Entrant Name: _____ Signature: _____ Date: _____
 Guardian Name (if Under 18): _____ Signature: _____ Date: _____

ENTRY FEES - (Entry Fee is inclusive of GST and includes extras as detailed in Regulation 5 of the Supplementary Regulations, credentials as detailed in Regulation 9 of the Supplementary Regulations and one timing transmitter (\$50 bond is payable for each transmitter upon collection. This document is a TAX INVOICE; please keep a copy for your own records.

Class	Amount	Total
Superbike / Prostock (SBK Paddock)	\$660	\$
Supersport / Superstock (SBK Paddock)	\$660	\$
Australian 250 Production (Support Paddock)	\$400	\$
Historics (Support Paddock)	\$380	\$
Additional 3mx3m marquee space	\$315	\$
Late Entry Fee (Entries received after 06/02/12)	\$75	\$
TOTAL AMOUNT DUE		\$

** Please note: Additional Passes will be available for purchase once entries have been accepted at a cost to be advised.
 Further details will be advised in the **Final Instructions**

PAYMENT DETAILS (Cheque, Money Order or Credit Card) Payment made to: PI SBK Pty Ltd (ABN 36 108 623 730)

- Cheque VISA MasterCard (Please Tick✓)

I would like to pay by credit card and authorise the debit of the following card:

CARD NUMBER: _____ / _____ / _____ / _____ EXPIRY DATE: ____ / ____

CARDHOLDERS NAME: _____ SIGNATURE: _____

Mail completed entry form to: Race Secretary, PI SBK Pty Ltd, RMB 500GP, COWES VIC 3922

****Faxed Entries will not be accepted.**

Only entries accompanied by a cheque or credit card authorisation and all details completed will be accepted.

CONTRACT TO PARTICIPATE IN THE 2012 SUPERBIKE WORLD CHAMPIONSHIPS – AUSTRALIAN SUPPORT CLASS

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, 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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.

4. 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.

5. 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:
 - 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.

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

I hereby consent to the collection of my personal information by the Phillip Island Operations, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by the Phillip Island Operations Pty Ltd, 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 the Phillip Island Operations Pty Ltd by contacting the Phillip Island Operations Pty Ltd, Phillip Island Grand Prix Circuit, RMB 500GP, Cowes, Victoria 3922 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.

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 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;
 - 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

- 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.

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

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Victoria
- 4) Infront Motor Sports S.r.l
- 5) International Entertainment Group Pty Ltd
- 6) PI SBK Pty Ltd (ACN 108 623 730)
- 7) PI Circuit Pty Ltd (ACN 108 623 052)
- 8) PI Operations Pty Ltd (ACN 108 623 462)
- 9) PI Visitors Centre Pty Ltd (ACN 108 623 043)
- 10) PI Graydens PTY LTD (ACN 108 623 070)
- 11) PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089)
- 12) The Ministers and Officers of the Department of Victorian Communities
- 13) Victorian Major Events Company
- 14) The Crown in Right of the State of Victoria
- 15) Ambulance Victoria and Team Medical Australia
- 16) 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
- 17) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Superbike World Championship – Australian Support Class.
23 - 26 February 2012

SCHEDULE 3:

Phillip Island Circuit, Cowes, Victoria.

SIGN
HERE

14. 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:** _____ **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, 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,

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

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