

NDMCC Family Application 2011

Ordinary Member Senior family member (must be over the age of 18years) (Please complete Third Party Indemnity Below)

Surname First Name Birth Date

Address..... Post Code..... Phone.....

2nd Family Member (Spouse, guardian or sole carer)

SurnameFirst NameBirth Date

Address.....Post Code.....Phone.....

Junior Members (CHILDREN UNDER THE AGE OF 18 YRS)

Surname..... First Name..... Birth Date.....

Surname..... First Name..... Birth Date.....

Surname..... First Name..... Birth Date.....

Surname..... First Name..... Birth Date.....

" I HAVE READ AND UNDERSTAND THE INDEMNITY ON REVERSE : (WE GIVE N&DMCC PERMISSION TO USE THE ABOVE DETAILS FOR USE IN THE MOTORCYCLING SPORT I HAVE READ THE INDEMNITY ON THE REVERSE & FULLY UNDERSTAND IT."

SIGNED.....**DATE**.....

*** *I / We understand that this application is subject to approval of the NDMCC board and this application maybe rejected without explanation.*

THIRD PARTY INDEMNITY WHERE APPLICANT/S ARE UNDER 18YRS OF AGE

I / WE (Print Names)..... Being the parent(s) / guardian(s) / sole carer of the Applicant(s) named on this membership application.

DO HEREBY ACKNOWLEDGE: THAT: I / We have read the whole of this document and understand it;
THAT: I / We consent to the Applicant(s) participating in Race meetings and all other Activities of the Club;
THAT: I / We are aware of the Risks, Dangers and Obligations set out in the Release.

IN CONSIDERATION OF THE Applicant(s) being accepted as a member(s) of the club. I / WE DO HEREBY INDEMNIFY all parties listed in the release in the same manner and to the same effect as if I /We were the Applicant / Member.

PARENT(S) / GUARDIAN (S) OR SOLE CARER MUST SIGN THIS INDEMNITY IF THE APPLICANT / MEMBER IS UNDER THE AGE OF 18 YEARS.

PARENT(S) GUARDIAN(S) SOLE CARER (WE GIVE N&DMCC PERMISSION TO USE THE ABOVE DETAILS FOR THE USE WITHIN MOTORCYCLING SPORT)

SIGNATURES..... **DATE**.....

Endorsement I..... **Member No**:..... **Office use only: Board approval Signed**.....

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE Activities or events at Nowra & District Motorcycle Club

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:

..... [Insert Name]

HEREBY AGREE with NDMCC that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Activities or the "Event") at the venue on the terms and conditions set out in this document.

DEFINITIONS

2. 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) NDMCC means Nowra & District Motorcycle Club Ltd.
 - d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of NDMCC
 - 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 NDMCC, and the NDMCC members and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. 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 participants may ride dangerously or with a lack of skill;
 - iv) that tracks 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 is the responsibility of the participant in any activities held at NDMCC
 - 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 NDMCC
 - b) the Indemnitees do not make any warranty that the services at the venue 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.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the activities.
 - 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 activity 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, directors, agents, officials and participants 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 Activity.

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.

MEDICAL

8. I declare that I am and must continue to be medically and physically fit and able to participate in the Activity. I will immediately notify NDMCC in writing 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 I have been advised to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation and related costs.

PRIVACY

10. I hereby consent to the collection of my personal information by the Nowra & District Motorcycle Club, in connection with my involvement at the Activity and the use and disclosure of my personal information by NDMCC, to other agencies and officials associated with the Activity for the purposes of conducting and managing the Activity. I understand that I may gain access to my personal information held by NDMCC by contacting NDMCC at PO Box 940 Nowra 2541 or Email contact@nowramotorcycleclub.com.au I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Activity.

PERSONAL HEALTH INFORMATION

11. I hereby agree with NDMCC that in consideration for my participation in the Activity that NDMCC 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 Activity 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) NDMCC wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of NDMCC activities and of the Meeting organisers and facility providers of NDMCC permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for NDMCC 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 Activity I consent and agree that NDMCC:

- 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 Activities in motorcycle sport and events held by or in conjunction with NDMCC;
- iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at activities held by or in conjunction with NDMCC.

- c) I irrevocably authorise NDMCC and hereby appoint NDMCC as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to NDMCC upon request being made by NDMCC, 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 NDMCC for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

12. I acknowledge, understand and agree that it is a condition of my participation in the Event/Activities that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of NDMCC as amended from time to time. Copies of all NDMCC rules, policies and regulations are available by contacting the NDMCC office.

13. All participants are bound by the regulating authority's anti doping policy and thus understand they may be subject to drug testing. 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 the policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

14. 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): X

SIGNATURE: X DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE X

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 NDMCC, including, without limitation.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting / Activity 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: X DATE:

SCHEDULE 1.

- 1) Nowra & District Motorcycle Club
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Federation Internationale de Motocyclisme
- 5) Dept of Lands
- 6) South Care Medical
- 7) The Crown
- 8) Yerrilyong Pistol Club
- 9) The Board of Directors of NDMCC
- 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:

Membership application for the duration 2011

SCHEDULE 3:

Yerrilyong MVRG, Nowra & District Motorcycle Complex Braidwood Road Yerrilyong