



Motorcycling South Australia Inc Non – Competitive Meeting Report



IMPORTANT: This report (fully completed) must be returned to MSA Office **NO LATER** than **5** days after the meeting.
Incident and Medical Reports must be faxed to the office **NO LATER** than **2** days after the meeting.

| | | | | |
|---------------------------|---------|----------------|--------------|-----------------|
| PERMIT NO: | | VENUE: | | |
| ORGANISER/CLUB: | | | | |
| RESPONSIBLE PERSON DAY 1: | TEL NO: | MA LICENCE NO: | EXPIRY DATE: | OFFICIAL LEVEL: |
| RESPONSIBLE PERSON DAY 2: | TEL NO: | MA LICENCE NO: | EXPIRY DATE: | OFFICIAL LEVEL: |
| RESPONSIBLE PERSON DAY 3: | TEL NO: | MA LICENCE NO: | EXPIRY DATE: | OFFICIAL LEVEL: |
| RESPONSIBLE PERSON DAY 3: | TEL NO: | MA LICENCE NO: | EXPIRY DATE: | OFFICIAL LEVEL: |

Activity Type: (please tick box)

- Practice Day Social Day Demonstration Ride Day Coaching
 No Riding - Static Display Rally Class Come N Try Camping
- Total number of Non Competitive Riders Day 1 _____ Day 2 _____ Day 3 _____
 - Number of One Day Recreational Licenses Sold Day 1 _____ Day 2 _____ Day 3 _____
 - The number of MA Licensed officials on duty at the activity Day 1 _____ Day 2 _____ Day 3 _____
- If **any** accident occurred and medical treatment given, a track map marked to indicate where rider fell **must** be attached to this report I have attached a map Yes No

DAY ONE

- Track Inspected prior to commencement of activity? YES NO
- Condition of safety fence? GOOD FAIR POOR
- Condition of track prior to commencement of activity? GOOD FAIR POOR
- Weather conditions at the commencement of activity? GOOD FAIR POOR
- Control of dust from track surface during practice? GOOD FAIR POOR
- Actual start time _____am/pm
- Actual finish time _____am/pm
- Was any activity session stopped with a red flag? YES NO Were there any accidents? YES NO
- Were there any injuries? YES NO
- Was the injured person transported by ambulance or were they referred to hospital? YES NO
- Has a preliminary major incident report been completed? YES NO

'This report is correct to the best of your knowledge'

This Report (DAY ONE) is confirmed by the signature below:

| | |
|-------|------------|
| Date: | Signature: |
|-------|------------|



Motorcycling South Australia



DAY 2

- Track Inspected prior to commencement of activity? YES NO
- Condition of safety fence? GOOD FAIR POOR
- Condition of track prior to commencement of activity? GOOD FAIR POOR Weather conditions at the commencement of activity? GOOD FAIR POOR Control of dust from track surface during practice? GOOD FAIR POOR
- Actual start time _____am/pm
- Actual finish time _____am/pm
- Was any activity session stopped with a red flag? YES NO
- Were there any accidents? YES NO
- Were there any injuries? YES NO
- Was the injured person transported by ambulance or were they referred to hospital? YES NO
- Has a preliminary major incident report been completed? YES NO

'This report is correct to the best of your knowledge'.

This Report (DAY TWO) is confirmed by the signature below:

| | |
|-------|------------|
| Date: | Signature: |
|-------|------------|

DAY 3

- Track Inspected prior to commencement of activity? YES NO
- Condition of safety fence? GOOD FAIR POOR
- Condition of track prior to commencement of activity? GOOD FAIR POOR
- Weather conditions at the commencement of activity? GOOD FAIR POOR
- Control of dust from track surface during practice? GOOD FAIR POOR
- Actual start time _____am/pm
- Actual finish time _____am/pm
- Was any activity session stopped with a red flag? YES NO Were there any accidents? YES NO
- Were there any injuries? YES NO
- Was the injured person transported by ambulance or were they referred to hospital? YES NO
- Has a preliminary major incident report been completed? YES NO

'This report is correct to the best of your knowledge'.

This Report (DAY THREE) is confirmed by the signature below:

| | |
|-------|------------|
| Date: | Signature: |
|-------|------------|



MOTORCYCLING SOUTH AUSTRALIA OFFICIALS



ALL OFFICIALS MUST READ THIS FORM AND SIGN BELOW

1. I / WE THE UNDERSIGNED (see below):Licence NO:..... **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") at the venue listed at 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 motorcycle sport is dangerous and that by engaging in the sport and officiating at the meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:-
(a) that I may be injured, physically or mentally, and may be killed;
(b) that my machinery or equipment may be damaged, lost or destroyed;
(c) that competitors may ride dangerously or with a lack of skill;
(d) that track or event conditions may be hazardous and may vary without warning or predictability;
(e) 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;
(f) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
(g) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
(h) that I have an obligation to myself and to others to act safely and within the rules and regulations of Motorcycling Australia.

INDEMNITY GIVEN TO ORGANISERS

3. **IN CONSIDERATION** of the acceptance of me as an official in the meeting I **AGREE TO INDEMNIFY** the organisers and each of them in the following manner:
a) that I participate in the meeting at my sole risk and responsibility;
b) that I accept the venue as it stands with all or any defects hidden or exposed.
c) that I indemnify and hold harmless the organisers, their respective servants, agents, officials and competitors against any actions 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.

- SCHEDULE 1.**
- 1) FEDERATION INTERNATIONALE MOTOCYCLISME (International Controlling Body)
 - 2) MOTORCYCLING AUSTRALIA LTD (National Controlling Body)
 - 3) MOTORCYCLING SOUTH AUSTRALIA INC (State Controlling Body)
 - 4) (Promoter)
 - 5) (Land Owner)
 - 6) (Sponsor)
 - 7) (Landowner)

SCHEDULE 2. (Meeting Title)

SCHEDULE 3. (Venue)

4. **I/WE THE UNDERSIGNED STATE THAT WE HAVE READ THE INDEMNITY AND AGREE TO THE TERMS AND CONDITIONS AS STATED. IF SIGNING AS A GUARDIAN, PLEASE NOTE THIS AGAINST YOUR SIGNATURE.**

RESPONSIBLE PERSON: **SIGNATURE:** **DATE:**

THIRD PARTY INDEMNITY WHERE OFFICIAL IS UNDER 18 YEARS OF AGE

5. **I / WE** being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") **HEREBY ACKNOWLEDGE:**

- a) that I/we have read the whole of this document and understand it;
- b) that I/we consent to the entrant participating in the race meeting; AND
- c) that I/we are aware of the risks, dangers and obligations set out in Clause 2 hereof;

6. **IN CONSIDERATION** of the official being accepted as an official of the PRACTISE I/WE **HEREBY INDEMNIFY** the organisers in the same manner and to the same effect as if I/WE were the official.

PARENT/GUARDIAN SIGNATURE: **DATE:**



Motorcycling South Australia Inc

The
controlling body of Motorcycling in South Australia
(Affiliated with FIM)

INDEMNITY FORM

Attention Officials:

Please ensure that each Rider reads and understands the Indemnity Form below and acknowledges this by signing the Rider Sign In, Licence Check & Indemnity Form.

To assist in this please ensure the following two pages (the Indemnity Form and the Sign on Sheet) are attached as one sheet of paper, you may use Staples or sticky tape etc or alternatively photocopy the two sheets onto one A3 size sheet of paper.

The sheets must be attached for insurance purposes.

If you need to use more than one sign on form please also ensure the extra form is attached to the Indemnity form.

**PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE**
<ADD EVENT NAME HERE>

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.

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) "Indemnities" 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.

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 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 Indemnities 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 Australian Consumer and Fair Trading Act 2012 (Vic)

Under the provisions of the Australian Consumer and Fair Trading Act 2012 (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 22N of the Australian Consumer and Fair Trading Act 2012 (Vic) 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 Australian Consumer Law and Fair Trading Act 2012 (Vic) 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 Regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic).

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

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

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. 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.

MEDICAL

8. 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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

MA, my SCB use and disclose personal information for the purposes of conducting and administering Motorcycling Activities and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering Motorcycling Activities. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au/.

PERSONAL HEALTH INFORMATION

11. 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.

POLICIES AND REGULATIONS

12. 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.

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:**

PASSENGER (PRINT): X.....

SIGNATURE: X.....**DATE:**

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. 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 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.

PARENT/GUARDIAN: X

SIGNATURE: X**DATE:**

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling S.A.
- 4) <Add Promoter/Event Organiser Here>
- 5) <Add Track Hirer Here>
- 6) <Add Land Owner Here>
- 7) <Add Sponsor Here>
- 8) <Add First Aid Provider Here>
- 9) <Add Other Here>

- 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:

<Add Meeting Time & Date Here>

SCHEDULE

3:<Add Venue Here>



MOTORCYCLING SOUTH AUSTRALIA

PRELIMINARY MAJOR INCIDENT REPORT



To be completed by the Steward

Returned No later than 24 Hours after the event to the MSA Office
 Facsimile: 08 8332 9100 email: operations@motorcyclingsa.org.au

This form **must** be completed in the following circumstances:

- An injured person has been transported by ambulance or private vehicle
- An injured person has been advised to attend the hospital by First Aid Personnel
- A person has received an injury in which you believe should be referred to hospital
- An injury is always a suspected injury, Follow all established procedures in relation to the Incident/Accident

**In an event of a death please contact the local police
 the General Manager of MSA on 0408 928 548 immediately.**

PLEASE NOTE: You are not expected to provide a medical assessment of an injured person, if in doubt, complete this form

| | | | | |
|--------------------------------|---------------------|---|------------------|-----------------|
| Date of Incident: | Track Name: | Permit No: | | |
| | | Map Attached: | | |
| Name of Injured Person: | | | | |
| MA Licence No: | Expiry Date: | Status: <i>Please tick box below</i> | | |
| | | Rider | Pit Crew | Official |
| | | Volunteer | Spectator | Other |
| DOB: | Address: | | | |
| | | | | |

Injury Details:

| |
|--|
| |
| |
| |
| |

Description of Incident:

| | | | | |
|---------------------|--------------|----------------------------|------------------|-------------------|
| Race Number: | Time: | Closest Flag Point: | Jump No.: | Corner No: |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

Trainee
 Stewards Name (Print): _____ Trainee Stewards Signature: _____

Stewards Name (Print): _____ Stewards Signature: _____

Telephone No: _____

INJURY REPORT FORM

Patients Name:

.....

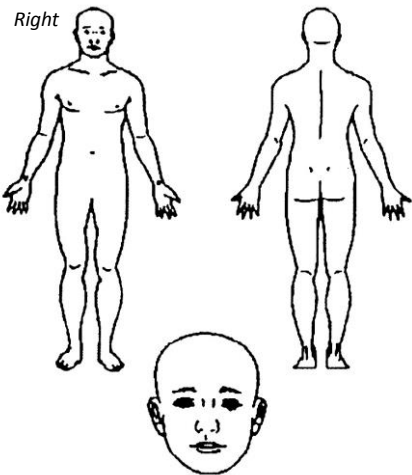
Type of activity at time of injury

- practice
- competition
- recreational
- other

Reason for Presentation

- new injury
- exacerbated/aggravated injury
- recurrent injury
- illness
- other

Body Region Injured



Tick or circle body part/s injured & name

Body part/s

.....

Nature of Injury/Illness

- abrasion/graze
- sprain e.g. ligament tear
- strain e.g. muscle tear
- open wound/laceration/cut
- bruise/contusion
- inflammation/swelling
- dislocation/subluxation
- overuse injury to muscle or tendon
- blisters
- fracture (including suspected) *
- concussion *
- cardiac problem *
- respiratory problem *
- loss of consciousness *
- unspecified medical condition
- other

*** Automatic Licence Suspension**

Provisional diagnosis/es

Mechanism of Injury

- High side
- Low side
- Impact
- Hit Wall / Barrier / Object
- Overexertion (eg muscle tear)
- Overuse
- Slip / Trip
- Temperature related eg. Heat stress

Other

- Jump
- High Speed
- Medium Speed
- Low Speed
- Other

Protective Equipment

Was protective equipment worn on the injured body part? yes no

If yes, what type eg helmet, neck brace

Initial Treatment

- none given (not required)
- RICER dressing
- taping only crutches
- sling, splint stretch/exercises
- CPR
- none given - referred elsewhere

other

Advice Given

- Immediate return, unrestricted activity
 - Able to return with restriction
 - Unable to return at the present time
 - Rider able to return but chose not to
 - Referred for further assessment before returning to activity
-

Critical Incident?

- Yes No

If Yes, who is involved

- Police
- Coroner
- N/A (see Referral)

Referral

- no referral
- medical practitioner
- physiotherapist
- ambulance transport
- hospital (private car)
- helicopter
- other

Provisional severity assessment

- mild (1-7 days modified activity)
- moderate (8-21 days modified activity)
- severe (>21 days modified or lost)

Treating person

- medical practitioner
- first aid provider
- other

Name of Medical Service Provider:

.....

Form Completed By:

- Same as Previous Page

Or

Name:

Date:

Role:

Signature:

