



Membership Application Form

NOTE: Under the *Incorporated Associations Reform Act* the use of membership information is restricted for both the Association and all of its members to use for Associations purposes only and subject to the Associations Privacy Policy.

MEMBERSHIP APPLICATION CATEGORY

NEW MEMBERSHIP RENEWAL (lapsed for more than 1 year) Date: _____
 Proof Sighted Inducted Paid Done By: _____

Proof of Residence or Ratepayer is Required

Membership Categories

Member Number: _____

- Family \$130 – maximum 2 parents/guardians and their children under 18
- Full member \$130 – Single person 18 years and older
- Junior member \$100 – Single person under the age of 18 (must nominate a parent/guardian)

Membership is restricted to Mornington Peninsula Shire Residents & Ratepayers Only

EMAIL: Used to access your membership account

FULL MEMBER DETAILS (Each parent/guardian is a member of the Association)

Adult A		Adult B	
Title		Title	
Surname		Surname	
First Name		First Name	
Guardian/Parent	<input type="checkbox"/> Yes <input type="checkbox"/> Rider	Guardian/Parent	<input type="checkbox"/> Yes <input type="checkbox"/> Rider
Contact Details			
Home Phone		Home Phone	
Mobile		Mobile	
Residential Address:			
Occupation:		Occupation:	

ASSOCIATE MEMBERS (Under 18 years of age - min. one parent or guardian to be nominated)

Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Name:		DOB:	

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VOLUNTEER

Interested in being a track supervisor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Interesting is assisting providing support running track days	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ACKNOWLEDGMENT

- 1) Riders will not be permitted to use the tracks until they have attended a track induction course.
- 2) All people attending the track are required to abide by the track use Regulations.
- 3) Each parent or guardian is a member of the Association. Limit of two people per family.
- 4) I have provided individual **Membership Application Declaration's** for each member 18 years and over, and a Membership Application Declaration for any children 18 years and under.
- 5) You must be a member and provide a **Membership Application Declaration** to enter and supervise your children on the junior or beginners tracks.

SIGN HERE

Completed by
(please print) _____

Signed: _____ Date: _____

LODGING NEW MEMBERSHIP APPLICATION:

Post this **Membership Application Form**, proof of residence or ratepayer, and the required **Membership Application Declarations** to the MPMCC Secretary, PO Box 22, Hastings, Victoria, 3915, or drop of at the track office on any day it is open.

When the application is processed and membership cards created you will be advised to come to the track to pay, pick up your cards and be inducted.

Payment and inductions are not the **first and third Saturday of each month** at the track between 12:00 and 5:00pm at the membership office. Bring cash for the membership fees. (we don't have EFPOS or have credit cards facilities)

Special circumstances by arrangement with the Club secretary.

MPMC Office Use Only (v5.0 16.08.2018)	
On-line Membership set-up <input type="checkbox"/>	Card issued <input type="checkbox"/>

Membership Application Declaration

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 HEREBY APPLY** for Membership to MORNINGTON PENINSULA MOTORCYCLE CLUB INC. Registration Number: A0035461T IN CONSIDERATION OF my membership application being accepted, I acknowledge and agree that:

2. **DEFINITIONS:** In this declaration:

- a) "MPMCC" means MORNINGTON PENINSULA MOTORCYCLE CLUB INC.;
- b) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised MPMCC event, meeting or activity;
- c) "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 MPMCC under any right expressly conferred by its constitution or regulation.

3. MEMBERSHIP, POLICIES AND REGULATIONS

If my membership application is accepted I will be a member of MPMCC.

I acknowledge, understand and agree that it is a condition of my membership that I agree to be bound by, and subject to, the rules, regulations, policies and jurisdiction of MPMCC as amended from time to time. Copies of all MPMCC rules, policies and regulations are available by contacting the MPMCC secretary.

4. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) Motorcycling Activities are dangerous and that by engaging in the sport (whether as a rider, coach, official or media) at Motorcycling Activities 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 other members 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 track days 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 MPMCC.
- b) MPMCC, does not make any warranty that the services associated with the provision of the Motorcycling Activities by them to me 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; and
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law.
- d) I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Motorcycling Activities.

5. 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; and
- 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 5, "the Supplier" shall mean and include the MPMCC.

6. INDEMNITY AND RELEASE

IN CONSIDERATION of MPMCC accepting my membership application, I, to the full extent permitted by law:

- a) INDEMNIFY AND WILL KEEP INDEMNIFIED the MPMCC in the following manner:
 - i) That I participate in Motorcycling Activities at my sole risk and responsibility;
 - ii) That I accept the venues at which Motorcycling Activities are conducted as they stand with all or any defects hidden or exposed;
 - iii) that I indemnify and hold harmless MPMCC, 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) RELEASE AND WILL RELEASE MPMCC 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 a Motorcycling Activity.
7. 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 any Motorcycling Activity.

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8. 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.

9. MEDICAL

I declare that I am and must continue to be medically and physically fit and able to participate in Motorcycling Activities. I will immediately notify MPMCC in writing of any change to my fitness and ability to participate. I understand and accept that MPMCC will continue to rely upon this declaration as evidence of my fitness and ability to participate.

10. I acknowledge and agree that if required, MPMCC may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by MPMCC and agree to meet all costs associated with such action. I understand I am responsible for ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover.

11. PRIVACY

I hereby consent to the collection of my personal information by MPMCC and the use and disclosure of my personal information by MPMCC to other agencies and officials associated with the conduct of Motorcycling Activities for the purposes of conducting and managing Motorcycling Activities. I understand that I may gain access to my personal information by contacting MPMCC. I understand that if I do not provide the personal information requested above that my membership application may not be accepted.

12. PERSONAL HEALTH INFORMATION

I hereby agree with MPMCC that in consideration for my membership application being accepted that MPMCC 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 any Motorcycling Activity the parties providing first aid services at the relevant activity, 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) MPMCC wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of Motorcycling Activities and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MPMCC to collect, store, use and disclose my Information in accordance with clause 12(a)(i) above and in the manner set out in clause 12(b).

b) IN CONSIDERATION of my membership application being accepted I consent and agree that MPMCC:

- 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 motorcycle sport and events held by MPMCC; and
- 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 MPMCC provided any such information is held by MPMCC in accordance with the MPMCC Privacy Policy.

**SIGN
HERE**

ADULTS (18 years & over)

15. EXECUTION - Individually by each member 18 years and over: 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:
.....

ON BEHALF OF CHILDREN (Associate members under 18 years)

16. EXECUTION - By a Parent or Guardian of children under 18 years: I/We being the parents or guardians of the person named in Clause 1 (hereinafter called "the associate member") **HEREBY ACKNOWLEDGE:**

a) I/we have read the whole of this document and understand it; b) I/we consent to the applicant becoming an associate member of MPMCC and participating in Motorcycling Activities; AND c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above; d) I/we acknowledge that the applicant is bound by and subject to the rules and policies of MPMCC.

17. IN CONSIDERATION of the applicant being accepted as a member **I/WE HEREBY INDEMNIFY AND RELEASE** MPMCC in the same manner and to the same effect as if **I/WE** were the applicant and agree to personally accept all terms and conditions and obligations set out in this declaration.

NAME (PRINT):..... SIGNATURE:..... DATE:
.....

CHILDRENS NAMES:.....
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