

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/renewal of membership to MORNINGTON PENINSULA MOTORCYCLE CLUB INC (Registration Number: A0035461T). In consideration of my Membership Application being accepted/renewed, I acknowledge, understand and agree as follows.
- 2. DEFINITIONS:** In this declaration:
 - a) “MPMCC” means MORNINGTON PENINSULA MOTORCYCLE CLUB INC.;
 - b) “Motorcycling Activities” means:
 - i) the riding of motorcycles on MPMCC’s premises in any capacity; and
 - ii) the coaching, officiating, supervising or observing of persons riding motorcycles on MPMCC’s premises, whether or not such actions include the riding of motorcycles.
 - c) “Claim” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to those for negligence or breach of contract, but does not include a claim against MPMCC under any right expressly conferred by its constitution, rules, policies or regulations.
 - d) “Junior Member” means a person named in the Membership Application Form, being a person on whose behalf or for whose benefit I apply for membership / renewal of membership to MPMCC.

3. MEMBERSHIP, POLICIES AND REGULATIONS

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

As a condition of my membership I will be bound by, and subject to, the terms and conditions set out in the Membership Application Form, this Membership Application Declaration, and 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. OBLIGATIONS TO ACT SAFELY ETC.

- a) I have an obligation to myself and to others to act safely and within the rules and regulations of MPMCC.
- b) I will not enter or use MPMCC’s tracks until I have attended a track induction course.
- c) I will abide by the Track Use Regulations.

5. WARNING OF RISKS & DANGERS

Motorcycling Activities are dangerous and that by engaging in them (whether as a rider, or non-rider) I take and am

exposed to certain risks and dangers including but not necessarily limited to the following:

- a) I may be injured, physically or mentally, such injuries may be severe, and / or I may be killed;
- b) My machinery or equipment may be damaged, lost or destroyed;
- c) Riders may ride dangerously or with a lack of skill;
- d) The track or event conditions may be hazardous and may vary without warning or predictability;
- e) 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;
- f) The circumstances in which I may be injured, physically or mentally, or killed, or my machinery or equipment damaged, lost or destroyed, may include (but may not be limited to) the following:
 - i) Falling from a motorcycle and landing on the ground;
 - ii) Being struck by a motorcycle, including a motorcycle I have fallen from, or another motorcycle;
 - iii) Becoming entangled with the motorcycle I am riding or have fallen from, or another motorcycle;
 - iv) Having a limb caught on the ground whilst riding;
 - v) Being struck by something flung up by a motorcycle, including a motorcycle I am riding, or another motorcycle; and
 - vi) Falling on the track;
- g) Any policy of insurance of or in respect of my life or physical or mental health may be voided; and
- h) There may be no or inadequate facilities for treatment or transport of me if I am injured.

By signing this form, I confirm that I have read and understood this warning and voluntarily accept and assume the risks of participating in Motorcycling Activities, which Motorcycling Activities I participate in at my sole risk and responsibility.

6. EXCLUSION OF LIABILITY FOR BREACH OF CONSUMER GUARANTEES IN RESPECT OF RECREATIONAL SERVICES

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (Vic): Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you –

- a) Are rendered with due care and skill; and

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- b) Are reasonably fit for any purpose which you, either expressly or by implication, make known to the suppliers; and
- c) Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these statutory guarantees 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 provided were not in accordance with these guarantees, 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", in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

"Supplier" in the above warning and note means MPMCC.

- a) For the purposes of this clause 6:
 - i) "personal injury" has the meaning prescribed by the Australian Consumer Law (Vic);
 - ii) "recreational activities" has the meaning prescribed by the Australian Consumer Law (Vic);
 - iii) "Subdivision B" means the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (Vic);
 - iv) "Subdivision B guarantees" means the guarantees imposed by Subdivision B.
- b) Subject to subclause (c), MPMCC will not be liable to me, my dependants or legal representatives for death or personal injury suffered because recreational activities supplied by MPMCC, including but not limited to the Motorcycling Activities, were not supplied consistently with any of the Subdivision B guarantees.
- c) Nothing in this clause 6 excludes MPMCC's liability for gross negligence or recklessness as defined by law.

7. FURTHER EXCLUSIONS OF LIABILITY IN RESPECT OF NEGLIGENCE, BREACH OF CONTRACT, ETC.

To the full extent permitted by law:

- a) 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;

- b) I accept the venues at which Motorcycling Activities are conducted as they stand with all or any defects hidden or exposed;
- c) MPMCC will not be liable to me, my dependants or legal representatives for any Claim for, arising out of or in connection with: my presence at or participation in a Motorcycling Activity, personal injury, death, property damage, loss of profits or anticipated profits, loss of use of capital revenue, infringement of third party rights, or for any punitive, exemplary, special, incidental or consequential loss or damage.

8. INDEMNITIES IN FAVOUR OF MPMCC

- a) To the full extent permitted by law, I release, indemnify and hold harmless MPMCC against:
 - i) any Claims which may be made by me or on my behalf for, arising out of or in connection with my presence at or involvement in a Motorcycling Activity, personal injury, death, property damage, loss of profits or anticipated profits, loss of use of capital revenue, infringement of third party rights, or for any punitive, exemplary, special, incidental or consequential loss or damage; and
 - iii) any Claims brought against, or loss or damage incurred or sustained by, MPMCC caused in whole or in part by my actions.
- c) The release and indemnity provided by me in this Membership Application 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.

9. SEVERABILITY OF TERMS

A term of this Membership Application Declaration 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.

10. MEDICAL

- a) 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

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rely upon this declaration as evidence of my fitness and ability to participate in Motorcycling Activities.

- b) I acknowledge and agree that MPMCC may arrange such medical or hospital treatment for me (including ambulance transportation) as it considers reasonably necessary to protect my welfare in the event of personal injury. 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.

**ADULTS
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 Membership Application Declaration (including the warnings, exclusions, indemnities and releases contained herein) and agree to the terms and conditions as stated.

NAME (PRINT):

MEMBER NUMBER (PRINT):

SIGNATURE: DATE:

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PARENTAL CONSENT AND INDEMNITY

ON BEHALF OF CHILDREN (junior members under 18 years)

16. EXECUTION - By a Parent or Guardian of children under 18 years:

I, being the parent or guardian of the Junior Member(s), apply for membership/renewal of membership of MPMCC on behalf and for the benefit of said Junior Member(s). In consideration of MPMCC accepting/renewing the membership of any or all of the Junior Member(s), I acknowledge and agree that:

- a) I consent to the Junior Member(s) becoming a member of MPMCC and participating in Motorcycling Activities on the terms and conditions in the Membership Application Form, this Membership Application Declaration and MPMCC's rules, regulations and policies;
- b) I am aware that the risks and dangers of Motorcycling Activities warned of herein apply equally to any Junior Member(s);
- c) I agree to take all reasonable steps to ensure that the Junior Member(s) adhere to the terms, conditions and obligations contained in this Membership Application Form, this Membership Application Declaration and MPMCC's rules, regulations and policies.
- d) I accept personal responsibility for adherence by the Junior Member(s) to the terms, conditions and obligations contained in the Membership Application Form, this Membership Application Declaration and MPMCC's rules, regulations and policies; and
- e) To the full extent permitted by law, I agree to indemnify MPMCC against:
 - i) any Claims made by or on behalf of any Junior Member for, arising out of or in connection with: Junior Members' presence at or involvement in a Motorcycling Activity, personal injury, death, property damage, loss of profits or anticipated profits, loss of use of capital revenue, infringement of third party rights, or for any punitive, exemplary, special, incidental or consequential loss or damage; and
 - ii) any Claims brought against, or loss or damage incurred or sustained by, MPMCC caused in whole or in part by the actions of any of the Junior Member(s),

SAVE THAT such indemnity will only operate to indemnify MPMCC in respect of liabilities which MPMCC would have avoided or excluded under the Membership Application Form, this Membership Application Declaration and MPMCC's rules, regulations and policies as if the Junior Member(s) had been bound by those documents.

NAME (PRINT):

MEMBER NUMBER (PRINT):

SIGNATURE: DATE: