

**PI Operations Pty Ltd**

A.B.N 62 108 623 463  
 RMB 500GP  
 Back Beach Road  
 Cowes Victoria 3922  
 Tel: +61 3 5952 2710  
 Fax: +61 3 5952 3160  
 Email: info@phillipislandcircuit.com.au  
 Website: www.phillipislandcircuit.com.au

**MOTORCYCLE OPEN PRACTICE DAY**FRIDAY 24<sup>th</sup> MAY 2019

PHILLIP ISLAND GRAND PRIX CIRCUIT



Gates Open 7:30am  
 On Track Hours: 9:05 – 17:00  
 MV PERMIT: R/30681

Premises to be vacated by 18:00 hours  
 Mandatory Riders Briefing 8:45am

<b>PRACTICE DAY (Please tick✓)</b>	<b>Price</b>	<b>Qty</b>	<b>TOTAL</b>
<b>PRE – PAID ENTRY (1 Bike only)</b> * Pre-Paid entries must be received by 12noon AEST on Thursday 23 <sup>RD</sup> May 2019 * Must withdraw in writing prior to day 5.00pm Thursday 23rd May 2019 to obtain refund *Practice Day Fee includes MV Rider Insurance Levy	<b>\$195.00</b>	<b>1</b>	<b>\$</b>
<b>PAY ON DAY (1 Bike only)</b>	<b>\$225.00</b>	<b>1</b>	<b>\$</b>
<b>ADDITIONAL BIKES (Per bike)</b>	<b>\$65.00</b>		<b>\$</b>
<b>PIT GARAGE</b>	<b>\$80.00</b>		<b>\$</b>
<b>PIT SHED (now powered)</b>	<b>\$70.00</b>		<b>\$</b>
<b>GRAND TOTAL</b>			<b>\$</b>

**GARAGE INFORMATION**

Garages/Sheds paid for the weekend's event **does not** include hire for Practice Day. Pre-booking recommended – availability not guaranteed on the day.

**If you are sharing a garage for the day, please ensure that only one rider pays the fee for the garage. NO REFUNDS**

Name of Rider: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

MA Licence Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Sidecar Passenger: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

MA Licence Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**BIKE DETAILS:****BIKE No. 1**

Race No.: \_\_\_\_\_ Make & Model \_\_\_\_\_ Capacity of Bike: \_\_\_\_\_ cc

Category: \_\_\_\_\_ Noise Level (Must not exceed 95dB(A)): \_\_\_\_\_ Maximum Speed: \_\_\_\_\_

**BIKE No. 2**

Race No.: \_\_\_\_\_ Make & Model \_\_\_\_\_ Capacity of Bike: \_\_\_\_\_ cc

Category: \_\_\_\_\_ Noise Level (Must not exceed 95dB(A)): \_\_\_\_\_ Maximum Speed: \_\_\_\_\_

**BIKE No. 3**

Race No.: \_\_\_\_\_ Make & Model \_\_\_\_\_ Capacity of Bike: \_\_\_\_\_ cc

Category: \_\_\_\_\_ Noise Level (Must not exceed 95dB(A)): \_\_\_\_\_ Maximum Speed: \_\_\_\_\_

All applicants must hold a current Motorcycling Australia Racing Licence and the machines must comply with a maximum 95bB(A) noise test. Racing numbers must be displayed on all participating motorcycles. Withdrawals must be received in writing 5.00pm on Thursday 23<sup>rd</sup> May 2019. PI OPERATIONS reserves the right to retain a portion of the entry fee.

**COLLECTION STATEMENT:**

PI Operations Pty Ltd (ACN 108 623 463) and PI SBK Pty Ltd (ACN 108 623 730) (we, our, us) collect personal information when receiving competitor entries for events held at the Phillip Island Grand Prix Circuit and during the course of such events. The information collected includes the details provided on the front of this form, and may also include photographs and electronic images taken during the course of an event. The information you provide is collected by us for the purpose of processing your entry, event co-ordination, billing, providing you with products and services, conducting research, marketing and promotional activities, business processing activities, contract and event management, legal investigations (including investigations by WorkSafe Victoria) and responding to your enquiries. If you do not provide the information requested (or do not consent to its collection), we may be unable to process your entry and other requests. We will also share information about you with third parties including, but not limited to, law enforcement agencies, motorsport administrators, event promotion consultants, Circuit sponsors and service providers for these purposes. We are not likely to disclose the information to overseas recipients. We will not send promotional and marketing material to you for upcoming events if you ask us not to by selecting the unsubscribe option where applicable or by calling us or emailing us. You can refer to our Privacy Policy on our website [www.phillipislandcircuit.com.au](http://www.phillipislandcircuit.com.au). The Privacy Policy contains more information about your right to access and seek the correction of the information we hold about you or to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Alternatively, you may direct any queries you may have in relation to the Privacy Policy or the use of information about you to: PI Operations Pty Ltd, RMB 500GP, Cowes, Victoria, 3922, phone 03 5952 2710, email [info@phillipislandcircuit.com.au](mailto:info@phillipislandcircuit.com.au) or fax 03 5952 3160.

Rider Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Passenger Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ENTRANT ACKNOWLEDGMENT:**

I \_\_\_\_\_, being the entrant of the above-mentioned activity and legally authorised to enter the motorcycle/s described on my Entry Form, hereby declare that I have caused the motorcycle/s and all related equipment and components necessary for participation in this activity to be inspected and proclaim them to be free from mechanical defect, be they of preparation or structural integrity, that may render the motorcycle/s unsafe for the proposed activity.

Entrants Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENT DETAILS:**

Cheque (Please make cheques payable to: **PI Operations Pty Ltd**)     VISA     MasterCard     AMEX

I would like to pay by credit card and authorise the debit of the following card:    Amount Payable: \$ \_\_\_\_\_

*For security purposes, if you are paying by credit card and email your booking form your email will be deleted once your booking is processed. Alternatively, you can fax your booking form to 03 5952 3160.*

CARD NUMBER: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_    EXPIRY DATE \_\_\_\_\_ / \_\_\_\_\_

CARDHOLDERS NAME: \_\_\_\_\_    VER NO: \_\_\_\_\_

CARDHOLDER SIGNATURE: \_\_\_\_\_

Return completed Practice Day Form, Indemnity & Payment to:  
**PI Operations Pty Ltd**, Race Secretary, RMB 500GP, COWES, VIC, 3922 or  
email: [info@phillipislandcircuit.com.au](mailto:info@phillipislandcircuit.com.au)

# CONTRACT TO PARTICIPATE IN THE PHILLIP ISLAND OPEN PRACTICE DAY

**IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE.**

## Waiver Agreement

### Recitals

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the participant paying the Application Fee.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include:
  - a. to exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
  - b. to provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
  - falling from your bike;
  - difficult terrain and obstacles;
  - hazardous and changeable track conditions;
  - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants or officials;
  - undisclosed medical conditions;
  - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
  - heat, cold, wet or other adverse weather conditions;
  - contact with vehicles, other competitors or pedestrians who may or may not be acting safely;
  - lack of access to medical, evacuation or search services;
  - design of the track.

### Operative parts

1. In consideration for me paying the Application Fee to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to allow me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
4. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by or in connection with or arising out of my participation in the Recreational Activity.

### Definitions

**"Application Fee"** means the fee payable by the Participant to participate in the Recreational Activity.

**"Participant"** means the person signing this form and whose name appears next to Participant below.

**"Provider"** means those persons and entities listed in Annexure 1.

**"Recreational Activity"** means the event specified in Annexure 2.

### Participant acknowledgements, consents and authorisations

- i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity.
- iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- vi. I acknowledge that I am bound by the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.
- vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and

**CONTRACT TO PARTICIPATE IN THE PHILLIP ISLAND OPEN PRACTICE DAY**

information about my participation in the Recreational Activity to promote the Provider or other recreational activities organised by the Provider.

**Additional Clauses for Victorian Events**

**SCHEDULE 2**

**WARNING:** If you participate in these activities your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

**NOTE:** The change to your rights, as set out in or on this notice, 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* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

**SCHEDULE 3**

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

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:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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*, 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* 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* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

**Participant:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent / guardian declaration**

In my capacity as the parent/guardian of the Participant I make the above agreements, acknowledgements, releases, warranties, consents and authorisations on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

**Participant:** \_\_\_\_\_

**Parent / Guardian**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent / Guardian**

**Name:** \_\_\_\_\_

**ANNEXURE 1:**

- |   |  |
|---|--|
| 1. Fédération Internationale de Motocyclisme        | 13. Visit Victoria Ltd (ACN 611 725 270)   |
| 2. Motorcycling Australia Ltd (MA)                  | 14. The Ministers and Officers and Employees of the Department of Economic Development, Jobs, Transport and Resources  |
| 3. Motorcycling Victoria                            | 15. The Crown in Right of the State of Victoria  |
| 4. PI SBK Pty Ltd (ACN 108 623 730)                 | 16. Onsite Medical Services  |
| 5. PI Circuit Pty Ltd (ACN 108 623 052)             | 17. 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 |
| 6. PI Operations Pty Ltd (ACN 108 623 463)          | 18. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.   |
| 7. PI Visitor Centre Pty Ltd (ACN 108 623 043)      |  |
| 8. PI Graydens Pty Ltd (ACN 108 623 070)            |  |
| 9. PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089)    |  |
| 10. Fox Group Holdings Pty Ltd (ACN 058 015 777)    |  |
| 11. Linfox Property Group Pty Ltd (ACN 058 015 642) |  |
| 12. 265 Ingles Street Pty Ltd (ACN 099 640 954)     |  |

**ANNEXURE 2:**

**Phillip Island Open Practice Day; 24<sup>th</sup> May 2019; Phillip Island Grand Prix Circuit, Cowes VIC**