

**ACKNOWLEDGMENT, RISK WARNING AND REMOVAL OF LIABILITY
CARLAMINDA COMPLEX - COOMA OFF ROAD CLUB**

1. The Club, Organisers and Officials

- 1.1 A reference to “the Club” means the Cooma Off Road Club Inc and any successor in title to that Club, and includes members, officers, officials and organisers for the Club, and sponsors of the Club. The protection given to the Club by this document extends to those so connected with the Club, whether they are paid or unpaid and whether they are officially appointed by the Club or are informally acting for the Club, or as members of the Club.
- 1.2 “Motorcycle” extends to any device, with 2 or more wheels, capable of being used for off road use or use on or about the Club’s facility, or designed for off road use or use on or about the Club’s facilities/venues.
- 1.3.1 The provisions of this document apply to any supplier of recreational services under a contract, pursuant to section 68B of the Trade Practices Act 1974.

2. Use of Facilities/Venues

- 2.1.1 Any person entering Club facilities using Club facilities/venues or equipment does so pursuant to this document and the Rules and by-laws of the Club.

3. Dangerous Recreational Activity

- 1.1 I acknowledge that riding Motorcycles and being in the area where such Motorcycles are ridden are sports or leisure-time pursuits that involves a significant degree of physical exertion or physical risk, and are undertaken for the purposes of recreation, enjoyment or leisure and that those activities involve the significant risk of physical harm.

4. Inherent Risks

- 4.1.1 I understand certain inherent risks exist in the activities in which I will be participating. Although the Club will endeavour to minimise exposure to the risk of harm, these inherent risks are beyond the control of the Club and its volunteers and cannot be avoided by the exercise of reasonable care and skill. Inherent risks include crashing a motorcycle, being struck by another motorcycle, crashing into an obstacle, changes in weather conditions and difficulties in obtaining emergency medical assistance. For example, some activities will take place in remote settings, perhaps some time away from medical assistance

5. Obvious Risks

- 5.1 I acknowledge that there is no requirement of the Club to warn me of any obvious risk, and that I have not requested advice or information about that risk and that the Club does not provide a professional service.
- 5.2 I acknowledge that the obvious risks include but are not limited to:
- Falling off a motorcycle,
 - Crashing into an obstacle, including rocks and trees,
 - Being struck by a motorcycle,
 - Being struck by items propelled by a motorcycle, eg gravel and rocks,
 - Varying weather conditions, being exposed to the elements for long periods of time,
 - Native flora and fauna,
 - Being injured in an area not readily accessible for emergency services.

6. Social Utility

- 6.1.1 I acknowledge that the burden of taking precautions to avoid the risk of harm for the Club is a considerable burden for a club that is conducted by volunteers to provide off road Motorcycle experiences, and that I want to enter the Club facilities and observe or engage in activity of the Club or involving equipment of the Club, and I am therefore prepared to acknowledge that the Club could not offer its facilities, activities and equipment if I and other people like me did not read and acknowledge this document.

7. Risk Warning

- 7.1 I acknowledge that the Club warns me in this document that there are substantial risks of entering the Club facilities engaging in Club activities and using Club equipment that include but are not limited to the inherent and obvious risks referred to above, that the Club does not require me to engage in the activities I intend to engage in, and that no representation contradicting this risk warning has been made to me by anyone to me for the Club.
- 7.2.1 I acknowledge that this is a risk warning pursuant to section 5M of the Civil Liability Act 2002 and that it extinguishes all liability for any lack of care which may result in any harm, injury or loss of any nature to me. **I acknowledge I am getting rid of rights I might otherwise have had by accepting or signing this document.**



Cooma Off Road Club Inc Membership Bylaws

A GENERAL

1. All Club members must have read and agreed to the Club bylaws as a condition of their Club membership.
2. These bylaws can be amended in accordance with the Club rules.
3. Failure of an individual to follow the Club's bylaws can result in termination of their membership. Any termination of membership will be in accordance with the Club Rules.
4. The rules documented in the current edition of Motorcycling Australia's 'Manual of Motorcycle Sport' apply where applicable.
5. Membership fees are as determined at the Club's annual general meeting and contained within the Schedule Of Rates.
6. The Cooma Off Road club is a family based club. Family members, spouse or partner and any dependants identified on the membership application form become individual members as per the Club rules
7. The membership fee(s) is as per the Schedule of Rates.
8. All adult members (over 18 years of age) have 1 vote at elections and/or proposed motions.

B CARLAMINDA COMPLEX

The Club's Carlaminda Complex is for the use of the Club's members on MNSW Permitted days only (Race, Recreational or Schools).

The entry gate to the Carlaminda Complex will be locked on all other occasions and the Complex is not available for use by members at times other than those identified above.

C COMPETITION EVENTS

2. Proof of current Cooma Off Road Club Membership must be made available at sign on, if required by the Race Secretary.
3. Each race entrant not already involved in the running of an event, **will** assist in the running of that event, by making available either themselves, or a nominated individual, to perform flag marshal (must be over the age of 16) and/or canteen duties, or other duties as determined by the Clerk of the Course, during the conduct of that event. The rider, or nominated individual, will be identified at race day sign on to the Race Secretary. Failure to satisfy this requirement will result in an appropriate penalty being imposed by the Clerk of the Course. This would typically be exclusion from continued participation in the event.
4. Any rider entering an event shall be liable for a monetary fee as determined by the Club, irrespective of whether they ultimately race or not. This fee is generally non-refundable after the event's entry date cutoff has passed. Fees may, however, be refunded at the discretion of the Race Secretary only if an acceptable reason is identified. The Race Secretary's decision on this matter will be final. Late withdrawals from meetings penalise other potential entrants who could not otherwise enter due to a class being fully subscribed.

D RACE/ROUND RESULTS AND CLUB CHAMPIONSHIP POINT SCORES

1. Round results will be based on the total points scored in each heat competed in at that round. In the event of a points tie, the higher place will be determined by the results of the last heat.
2. To be eligible for a club championship Seniors must have participated in at least 1 working bee (2 if their postcode is 2630) and competed and/or performed in some official capacity at a minimum of 60% of the Club's rounds in the calendar year. Juniors must have competed in a minimum of 60% of the Club's rounds.

Rounds	Required	Rounds	Required	Rounds	Required	Rounds	Required	Rounds	Required
2	1	5	3	8	5	11	7	14	8
3	2	6	4	9	5	12	7	15	9
4	2	7	4	10	6	13	8	16	10

3. All rounds count towards club class championship, no rounds will be dropped.
4. Attending an event, but not starting a race (DNS) is not considered to be 'competing'. Practice is not competing. Once a rider is under starter's orders, the competition has begun. A did not finish result (DNF) can only occur once competition has begun and therefore constitutes having competed.
5. Club championships will be awarded for each Junior and Senior class of competition. The class of competition for a member will be that identified on an individual's membership application form.

If you've been competing in, say over 35's and **Open** Class, then championship points accrue in both classes. It is therefore theoretically possible to become Club champion in more than one class. There is some room for discussion however, if, say you bought a new bike half way through the season, which meant that you had no choice but to swap classes. In this situation points could be transferred to the alternate class at the discretion of the Club committee. No points transfer will take place automatically. The Committee must be informed by the rider, or their guardian, explaining the situation and requesting any points transfer.

6. Race and round result point scores will be allocated in accordance with the current edition of Motorcycling Australia's 'Manual Of Motorcycle Sport'. Except that, after reaching 20th place there will be one point allocated to each rider who finishes
7. All Club members whose involvement in the running of the event (eg, primary officials), which precludes their competing at that event, will be awarded points equivalent to 3rd place for that event. It is the responsibility of the individual member to identify to the Race Secretary on the day of the event their eligibility for these points.
8. Outright Junior and Senior Club championships will also be awarded. The fastest Junior and Senior riders, irrespective of class, are the Outright winners of a round. Only 1st to 5th outright places are scored towards the Outright Club Championship using the above scoring system. In the event of a Championship tie, a tie will be awarded, eg if 2 riders scored equal 1st place, two 1st places will be awarded, but no 2nd place. 3rd place would be awarded as normal. If 3rd place were tied, additional trophies will be awarded.
9. Annual awards will also be made to the Clubperson of the year and Junior and Senior and Female encouragement awards. These awards will be decided by, and be at the discretion of, the Club committee. The awards will be based on member's enthusiasm, sportsmanship and support of the Club throughout the year.

E WORKING BEES

1. In addition to eligibility requirements for Club Championships as per D.2 above, all senior Club members are required to attend at least one designated working bee during the calendar year.
2. The working bee roster will be published as soon as practicable in the year in the Club newsletter. Should a member be unable to attend, it is their responsibility to arrange a substitute.