

# Media Accreditation Application

2011 Kickstarters Gascoyne Dash®  
27<sup>th</sup> – 30<sup>th</sup> October 2011

## Applicant Details:

Ms/Miss/Mrs/Mr	Surname	Given Names

## Contact Information:

Postal Address:

Suburb / Town:

State: Postcode:

Telephone (work):

Mobile: Fax (work):

Email:

Allergies or conditions we need to know about?

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

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

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

Access to the race track is by arrangement only and an approved media bib must be worn.

Time and location of media briefing will be confirmed pending approval of this application.

## Background:

What motorsport events have you attended in a media capacity previously?

Where has your work been published recently?

## Organisation Details:

The photographic, television and video rights to the Kickstarters Gascoyne Dash® lie with Gascoyne Offroad Racing Club Inc.

Any photography, video and filming at the Kickstarters Gascoyne Dash® and use of photographs and footage taken will need to be negotiated in advance by Gascoyne Offroad Racing Club Inc. to ensure that there is no conflict with any agreements which may be in place for the broadcast of the Event.

What do you intend to do with the images and film you capture at this event. Please list all publications / agencies that will be publishing or broadcasting your work:

Editor/ Chief of Staff Name:

Name of Media Organisation/s You Represent:

Telephone (work):

Mobile: Fax (work):

Editor/Chief of Staff Signature: **Sign here**

.....

## Accreditation Level:

Please tick the level of accreditation required:

Tick here

<input type="checkbox"/>	Photographic
<input type="checkbox"/>	Print

The levels of media accreditation at the Kickstarters Gascoyne Dash® are as follows:

### “Photographic”

Photographic / Camera Operator: Event only accreditation, awarded by the Event Promoter at their discretion to professional and amateur motor sport photographers. Event Photographic Media accreditation permits:

- Access to official Media Centre
- Access to prescribed media areas at spectator and media points (as outlined in the media kit)
- Access to Pits and Paddock , and where invited by a team/competitor, inside team allocated areas at the Pits and Paddock
- Scrutineering

Unrestricted Access to the Kickstarters Gascoyne Dash® for photographic/camera operators as accredited media is granted by Gascoyne Offroad Racing Club Inc. (“GORRC”) only to photographers/camera operators with motor sport experience and demonstrated ability, subject to meeting insurance and OH&S conditions outlined in this application.

A photographer wishing to obtain Photographic Accreditation must provide:

- Evidence in the form of a letter or Certificate of Currency written in English, from the Photographer’s or Agency’s insurer or insurance broker confirming that they have, or are covered by, public liability insurance of at least AU \$10 million per claim covering his or her actions during the Kickstarters Gascoyne Dash®.

Or a copy of their current CAMS Photographer Accreditation (as this is accompanied by the appropriate insurances).

AND

- The Occupational Health & Safety Policy (“OH & S Policy” of the photographer or acknowledgement they will adopt the GORRC OH&S Policy. Lack of a suitable policy will result in the non-issue or cancellation of any accreditation.

### “Print”

Event Only Print accreditation is awarded by Event Promoter to print journalist/ team public relations personnel.

Print Media accreditation permits:

- Access to official Media Centre
- Access to prescribed media areas at spectator and media points (as outlined in the media kit);
- Access to Pits and Paddock, and where invited by a team/competitor, inside team allocated areas at the Pits and Paddock.
- Scrutineering



**2011 Kickstarters Gascoyne Dash®  
27<sup>th</sup> – 30<sup>th</sup> October 2011**

**DISCLAIMER  
EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK  
MEDIA ACCREDITATION**

In exchange for being able to attend or participate in the event (and as a condition of this Accreditation), I agree:

- to release Confederation of Australian Motor Sport Ltd ("**CAMS**") and Australian Motor Sport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("**harm**") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law;
- that CAMS and the Associated Entities do not make any warranty, implied or express, that the event services 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
- to attend or participate in the event at my own risk.

I acknowledge that:

- the risks associated with attending or participating in the event include the risk that I may suffer harm as a result of:
  - motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
  - the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in event and being provided with the event services by CAMS and the Associated Entities.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

.....  
**Name** (please print)

.....  
**Organisation**

.....  
**Address**

.....  
**Date**

**Signed**

Sign here



## PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE 2011 Kickstarters Gascoyne Dash®

**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:

- "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;
- "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- "MA" means Motorcycling Australia Limited;
- "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- "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:

- 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:
  - that I may be injured, physically or mentally, and may be killed;
  - that my machinery or equipment may be damaged, lost or destroyed;
  - that competitors may ride dangerously or with a lack of skill;
  - that track or event conditions may be hazardous and may vary without warning or predictability;
  - 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;
  - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- the Indemnitees 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;
- to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. 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;
  - 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 3, "the Supplier" shall mean and include the Indemnitees.

### INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - that I participate in the meeting at my sole risk and responsibility;
  - that I accept the Venue as it stands with all or any defects hidden or exposed;
  - 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.
- 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.
- 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.
- 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 Indemnitees 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 Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees 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.

#### **PRIVACY**

10. I hereby consent to the collection of my personal information by the Gascoyne Offroad Racing Club Inc. MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Gascoyne Offroad Racing Club Inc, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held Gascoyne Offroad Racing Club Inc. by contacting Gascoyne Offroad Racing Club Inc. at PO Box 1464 Carnarvon WA or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

#### **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) **Sign here** .....

SIGNATURE: ..... 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 Indemnitees 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 .....

SIGNATURE: ..... DATE: .....

#### **SCHEDULE 1.**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling Western Australia
- 4) All clubs and officials involved in the organisation or management of the Event
- 5) Gascoyne Offroad Racing Club Inc.
- 6) All Event Sponsors
- 7) The venue owner and landowner on which the Event is held Ltd
- 8) All providers of medical services at the Event
- 9) St Johns Ambulance
- 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:**

27<sup>th</sup> to 30<sup>th</sup> October 2011

#### **SCHEDULE 3:**

Carnarvon and Gascoyne Junction WA

## Photography Contract

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Gascoyne Offroad Racing Club Inc ("GORRC"), ("Promoter") and..... ("Photographer") of (Address).....

This Agreement is for the following length of time: Between midnight ..../...../20..... and midnight ..../..../2011

### **The Promoter and the Photographer hereby agree to the following terms:**

1. For the duration of this agreement, the Photographer shall have the non-exclusive right to photograph participants and events. This non-exclusive right includes, but is not limited to, the creation, offering for sale and distribution of action photographs of *Kickstarters Gascoyne Dash*® ("Event") and group or individual portraits of officials, participants, teams, crews or spectators participating in the Event.
2. The Photographer agrees to obtain model releases from each model, which will indemnify the photographer and the Promoter from claims arising out of the performance of this agreement.
3. The Photographer agrees to provide the Promoter with photographs, free of charge, of the Event, action photographs, and group or individual portraits of officials, participants, teams, crews or spectators participating in the Event within seven (7) days of the Event's completion unless stated otherwise.
4. The Photographer agrees to provide the following unlimited copyright license to the Promoter for photographs of the Event and group or individual portraits of officials, participants, teams, crews or spectators participating in the Event. Use of the above mentioned images use is limited to the following:
  - a. Media requirements
  - b. Marketing requirements

### **The Photographer and the Promoter agree to the following licensing terms:**

1. The photographic, television and video rights to the *Kickstarters Gascoyne Dash*® lie with Gascoyne Offroad Racing Club Inc.
2. The Promoter may designate an area at the Event for the Photographer to display, sell, and/or promote photographs created for events.
3. The Promoter agrees to provide the Photographer the necessary event documentation and the Photographer agrees to sign and return the documentation before a media pass is issued
4. The Photographer agrees to provide and wear a high viz vest marked MEDIA at all times he/she is on the race track and/or undertaking photographic duties
5. The Photographer agrees to display Media Pass at all times
6. The Event has a zero alcohol and drug policy during competition
7. The Photographer agrees to provide the Promoter a copy of their OH&S Policy or agree to adopt the Event's OH&S policy
8. The Photographer agrees to provide the Promoter in the form of a letter or Certificate of Currency written in English, from the Photographer's or Agency's insurer or insurance broker confirming that they have, or are covered by, public liability insurance of at least AU \$10 million per claim covering his or her actions during the *Kickstarters Gascoyne Dash*®.
9. The Photographer agrees to follow all reasonable directions given by Event officials

In witness thereof, the parties execute this agreement.

Sign here \_\_\_\_\_ (Photographer)

Name

I have an OH & S Policy which is attached or

I do not have an OH & S Policy and agree to adopt the Events OH&S Policy

[http://www.cams.com.au/en/Safety/OHS\\_Policy.aspx](http://www.cams.com.au/en/Safety/OHS_Policy.aspx)

Sign here

Witness \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Paul Kelly (Event Director)  
2011 Kickstarters Gascoyne Dash®

To ensure receipt please post your Application, Signed Disclaimers, relevant OH&S Policy and Certificate of Currency documentation to:

Event Director

Kickstarters Gascoyne Dash®

PO Box 1464

Carnarvon WA 6701

Documentation must be received by Monday 3 October 2011

Telephone: 0400 995 369 Fax: 0899412758 Email: [paul.kelly@gasdash.com](mailto:paul.kelly@gasdash.com)