



TRIALS CLUB OF CANBERRA

WILL CONDUCT

A National Open Trial

FEATURING

THE 2014 SHERCO WOMENS CUP

&

THE HOWARD WALLACE MASTERS SHIELD

SUNDAY 3RD AUGUST 2014



SUPPLEMENTARY REGULATIONS

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
SHERCO WOMENS CUP AND THE HOWARD WALLACE MASTERS SHIELD	FAIRBAIRN PARK PIALLIGO AVENUE CANBERRA ACT	SUNDAY 3 RD AUGUST 2014
<u>PROMOTER</u>	<u>MA TRACK LICENCE NO.</u>	<u>MA PERMIT NO.</u>
TRIALS CLUB OF CANBERRA INC	N/A	7/14/51042
<u>RACE SECRETARY</u>	<u>ADDRESS</u>	<u>CONTACT</u>
TREVOR BENNETT	37 WILLOUGHBY CRESCENT GILMORE ACT 2905	02 6292 3140 trialben@hotmail.com.au
<u>CLERK OF THE COURSE</u>	<u>SCRUTINEER</u>	<u>STEWARD</u>
BOB McGLINCHY	DAVID WYNN	PETER MOWAT

1. **ANNOUNCEMENT:**

The Trials Club of Canberra, hereafter called the PROMOTER will conduct the Sherco Womens Cup, and the Howard Wallace Masters Shield at Fairbairn Park on Sunday 3rd of August 2014.

2. **JURISDICTION:**

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number 7/14/51042 and is open to holders of current Motorcycling Australia National Competition Licences, and Restricted National Competition Licences.
- 2.2. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.
BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. **ENTRIES:**

- 3.1 Entries open forthwith and must be received by *Wednesday 30th July 2014*.
- 3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by MNSW.
- 3.3 Only entries received on the official Entry Form that are accompanied by the correct fee will be accepted.
- 3.4 **NOTE: LATE ENTRIES MAY BE ACCEPTED OR REJECTED AT THE DISCRETION OF THE RACE SECRETARY, AFTER CONSULTATION WITH THE COMPETITION COMMITTEE OR CLUB EXECUTIVE COMMITTEE, AND THE RETURN OF ENTRY FEES FOR ANY RIDER WITHDRAWING FROM THE MEETING IS AT THE DISCRETION OF THE PROMOTER.**

4. INSURANCE:

- 4.1 National Capital Benefits Scheme provides basic cover for death and permanent disability.
- 4.2 Personal Accident and Ambulance Insurance is the responsibility of the individual.
- 4.3 IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.

5. MEDICAL SERVICES:

St John Ambulance in attendance.

6. ENTRY FEE:

- 6.1 Seniors: \$60 Juniors: \$35 Minders: \$30
Family: \$90 (One senior rider and one or more Juniors living at the same address)
- 6.2 Payment by cheque, Money Order or direct deposit only.
- 6.3 Cheques and Money Orders are to be made payable to the *Trials Club of Canberra*.
- 6.4 ANY FEES FOR DISHONOURD CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.

7. ENTRY PASSES:

N/A

8. CLASSES OF COMPETITION:

The event is open to Expert, A, B, C, Masters, Veteran, Clubman, Junior (13toU16) and Junior (7toU13). All classes are open to both male and female riders.

- Veteran: Those riders who are 40 years or older on the day. Run over the C Grade sections. Blue nameplate.
- Masters: Those riders who are 35 years or older on the day. Run over the B Grade sections. Yellow nameplate.
- Clubman: Will be run over very basic sections and is open to relative newcomers to Open Trials, i.e. novices, or those riders who know their limitations but still wish to ride an Open event. White Nameplate.
- Junior (13 to U16): Those riders who are under 16 years old as at 01-Jan-2014, or are riding on a Junior Licence, and who wish to compete over the easier sections. White nameplate.
- Junior (7 to U13): Those riders who are under 13 years old as at 01-Jan-2014, or are riding on a Junior Licence, and who wish to compete over the easier sections. White nameplate.

9. AWARDS AND PRIZEMONEY:

All Grades - 1st, 2nd, 3rd place trophies. The Howard Wallace Shield will be presented to the 1st placegetter in Masters. Sherco Australia has sponsored the Elite Womens Cup for riding A or B Grade, the Sport Womens Cup for riding C Grade, the Masters Womens Cup for women over 40, the Novice Womens Cup for riding Clubman, the Junior Womens Cup for riding Junior (13 to U16), and the Sub-Junior Womens Cup for riding Junior (7 to U13):

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1 To constitute a Class, the number of contestants entered and competing in each Class shall be *Four (4)*.
- 10.2 Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to MNSW approval.

11. COMPETITION FORMAT:

- 11.1 The number of sections and laps will be advised on the day.
Clubman and Junior will ride anywhere within section boundaries.
Expert, A, B, C, Masters, and Veteran riders will be further restricted.
Please note:- Scoring will be as per GCR 23.12.3.2 –Trial.

There will be a 90 second time limit applied for each competitor per section.

12. MACHINES AND RIDERS:

- 12.1 All machines entered must comply with the current GCR's for *Moto-Trials* Competition.
- 12.2 Multiple entry of the one Machine in the same Class of Competition is not permitted.
- 12.3 A competitor may finish the trial on a machine other than their own, provided they have first obtained the approval of the MA Steward.

13. RIDING NUMBERS:

- 13.1 All machines must have a 200 x 150mm nameplate fitted to the front. (**Headlights are not acceptable**). First name and surname to be printed clearly on nameplate.
- 13.2 All Name Plates on all Machines MUST comply with the GCR's.
- 13.3 Minders will be provided with identification on the day.

14. GRID POSITIONS:

N/A

15. RIDERS BRIEFING:

A Riders' Briefing will be held prior to the commencement the Trial and ALL Competitors MUST attend. Riders' Briefing Sign On sheets must be signed by the competitor as confirmation of attendance.

16. DRUG AND OR ALCOHOL TESTING:

By order of MNSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting.

17. CODE OF CONDUCT:

All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behaviour at all Motorcycle Competition Meetings. This CODE OF CONDUCT applies to this Meeting and shall be enforced.

18. TIMETABLE:

Competitors must present their Competition Licence, (**and Logbooks for Juniors**), and machine to the machine examiner by 9.40am when machines will be impounded until the start at 10am. Refer GCR 3.1.1.9 b) for forgetting licence or logbook.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 8.30am, the completion of the meeting for the participant being at the completion of his/her participation in the meeting.

19. COMPETITION:

The number of sections and laps will be advised on the day.

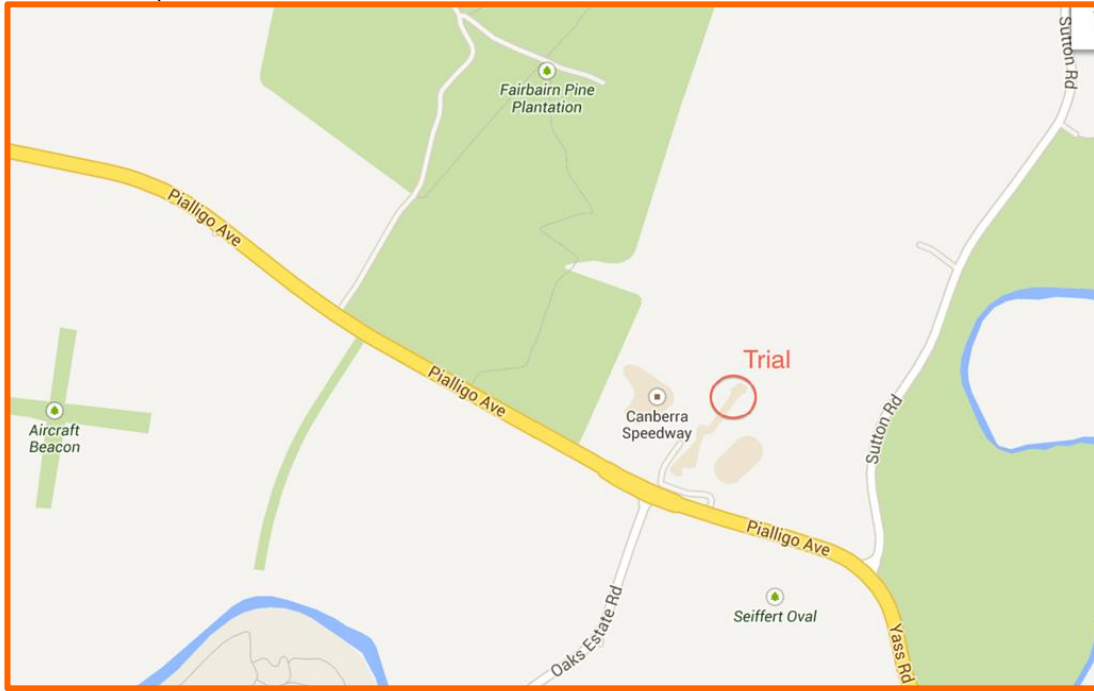
20. NOISEandFUEL:

All machines must comply with the requirements of the GCR's and the Track Licence.

21. SPECIAL NOTES AND WARNINGS:

- 21.1 There will be no lunchbreak, however catering will be available.
- 21.2 Absolutely no bikes to be ridden in the area during the event other than by Competitors and Officials.
- 21.3 **No animals permitted.** (Guide dogs exempted).
- 21.4 Any change of Entry details on the morning of the Trial will be subject to a \$20 Fee. Please consider carefully which class you wish to compete in when filling out your entry form.
- 21.5 Please refer to attached map for Trial location.

To Canberra Airport



To Queanbeyan



TRIALS CLUB OF CANBERRA
NATIONAL OPEN TRIAL
 FEATURING



SHERCO WOMENS CUP

THE HOWARD WALLACE MASTERS SHIELD

ON SUNDAY 03RD AUGUST 2014

ENTRY FORM

Rider's Surname: Rider's First Name:
 MA Licence Number: MA Licence Expiry Date:
 Address:
 Post Code: Club: Grade:
 Email Address:
 If under 18 years, or entering Veterans or Masters – Date of Birth:
 Telephone: (Home) (Work) (Mobile).....

GRADE – PLEASE TICK ONE.

Expert	A	B	C	Masters	Veteran	Clubman	Junior 13-U16	Junior 7-U13	Minder
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please consider your Grade carefully as changing on the morning of the Trial will cost you an additional \$20.

I ACKNOWLEDGE THAT THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE CURRENT GENERAL COMPETITION RULES (GCR's), THE SUPPLEMENTARY REGULATIONS (OF WHICH THIS ENTRY FORM FORMS PART), THE BY-LAWS OF MNSW AND ANY FINAL INSTRUCTIONS. BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

ENTRY FEES: TOTAL PAYABLE = \$.....

POST ENTRY TO: COMPETITION SECRETARY, 37 WILLOUGHBY CRESCENT, GILMORE, ACT, 2905

_____	_____	_____
RIDERS / MINDERS NAME	SIGNATURE	DATE
_____	_____	_____
PARENT / GUARDIAN NAME	SIGNATURE	DATE

You may also pay your Entry Fee by directly depositing into the Trials Club of Canberra credit union account. You must quote the three items below.

BSB Number: 801 009
 Account Number: 1029444
 Account Name: Trials Club of Canberra

Please include a reference of Trial Entry Fee and your name.
 Please include a copy of your deposit receipt with your Entry Form.



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE TRIALS CLUB OF CANBERRA OPEN TRIAL FEATURING THE SHERCO WOMENS CUP and THE HOWARD WALLACE MASTERS SHIELD

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):

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:
 - a) "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;
 - b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
 - c) "MA" means Motorcycling Australia Limited;
 - d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
 - e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
 - f) "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:
 - a) 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:
 - 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 competitors 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 meetings 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 MA;
 - b) 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;
 - c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - d) 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:
 - a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - i) that I participate in the meeting at my sole risk and responsibility;

- ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
- iii) 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.
- b) 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.
6. 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.
7. 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 **Trials Club of Canberra Inc**, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by **Trials Club of Canberra 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 by **Trials Club of Canberra Inc** by contacting **Trials Club of Canberra Inc** at **PO BOX 4017, KINGSTON ACT 2604** or MNSW at **PO BOX 9172 Harris Park NSW 2150**. 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):

SIGNATURE: DATE:

PASSENGER (PRINT):

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 NSW Limited
- 4) **Trials Club of Canberra**
- 5) **Fairbairn Park Control Council**
- 6) N/A
- 7) N/A
- 8) **St John Ambulance**
- 9) N/A
- 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:
 8:00am Sunday 3rd August 2014

SCHEDULE 3:
 Fairbairn Park, Pialligo Avenue, ACT