

SUPPLEMENTARY REGULATIONS 2019 TDN FUNDRAISER TRIAL



<u>MEETING NAME</u> TDN Fundraiser Trial	<u>VENUE</u> Emu Flat (NULLA VALE)	<u>DATE</u> Sunday 5th May
<u>PROMOTER</u> Trials Victoria	<u>TRACK LICENCE NUMBER</u> N/A	<u>PERMIT NUMBER</u> C/30766
<u>RACE SECRETARY</u> GLENDA WHITTLE	<u>POSTAL MAIL ADDRESS</u> Glenda Whittle, 46 Pallett St, Golden Square. 3555	<u>CONTACT NUMBER/S</u> Phil Whittle 0415 861 036 Peter Wines 0432 799 525
<u>STEWARD</u> CHLOE WHITTLE	<u>CLERK OF COURSE</u> GREG CHALMERS	<u>CHIEF SCRUTINEER</u> JACOB WHITTLE

1. ANNOUNCEMENT

TCV, OMCC and BRMCC, hereinafter called the PROMOTER, will conduct the TDN Fundraiser Trial on the 5th May 2018.

2. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCR's) of Motorcycling Australia (MA), the by-laws of MV, these Supplementary Regulations and any final instructions issued by the stewards of the meeting.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. ENTRIES

Entries will be accepted forthwith from current MA Senior National, MA Senior Restricted, MA Junior National & MA Junior Restricted licence holders. Current MA Competition or Recreational licence must be produced at sign in. **NO EXCEPTIONS.**

Entries for this event must be sent to:

Online entries available at <https://www.trials.com.au/TDNfundraiser2019>

Postal entries:- Glenda Whittle, 46 Pallett St, Golden Square. 3555

Only entries received on the official Entry Form or online will be accepted.

Entries must be accompanied with payment as per Section "ENTRY FEES".

No cash by post. Incorrectly filled out Entry Form may result in entry not being accepted.

In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Clubs, if such retention is approved by MV.

M.A. Recreational Licence can enter this event but will receive NO AWARDS or have their places published in any way.

NOTE:

Postal Entries close on 2nd May (COB Thursday).

Online Entries close on 3rd May (COB Friday).

Entries will be taken on the day but will be charged \$10 extra.

4. ADMISSION FEES

FREE entry.

5. MEDICAL SERVICES

Keen's Regional Events First Aid will be in attendance for the entirety of the event.

6. SIGN IN

Sign in for the abovementioned event will take place from See timetable below.

7. RIDERS BRIEFING

Sunday 10:15am.

8. TEMPORARY GUARDIAN

Riders under the age of 18, if not accompanied by parents, must have a guardianship form filled out prior to the event and presented at sign in. The guardian must be over 18 years and have ID.

9. ENTRIES TO CONSTITUTE A CLASS

Three (3) solo riders' minimum entries to constitute a class. One (1) sidecars minimum entries to constitute a class.

Grades may be combined with higher or lower grade if insufficient entries are received to constitute a class. The club reserves the right to cancel / combine classes at its discretion.

10. COMPETITION FORMAT.

The number of sections and laps will be advised at riders briefing each day.

The final results for all classes as per 2019 GCR's.

This trial format is under 2019 GCR's "Trial".

GRADES OF COMPETITION

Trial 1 and 2	(A - Red name Plate)	(all red arrows)
	(Ex - Red name Plate with a PLUS sign)	(Red arrows with a PLUS arrow)
Trial 3	(Yellow name Plate)	(yellow arrows)
Trial 4+	(Blue name Plate with white PLUS)	(all blue arrows and the blue PLUS arrows)
Trial 4	(Blue name Plate)	(blue arrows)
40 plus	(Blue name Plate)	(blue arrows)
Classic & Post Classic	(Blue name Plate)	(blue arrows)
Sidecar	(any colour name Plate)	(White with Black stripes arrows)
Trial 5	(White name Plate)	(white arrows)
Juniors	(White name Plate)	(white arrows)
Sub Juniors	(SJ + name)	(no arrows – ride in and out the start finish gate)

11. MACHINE EXAMINATION

All machines must comply with the 2019 GCR's

12. AWARDS

1st, 2nd & 3rd place medallions or prizes.

1st place medallion or prize in the sidecar class.

13. CAMPING

Available Saturday night.

14. 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 race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

15. TIMETABLE FOR EVENT

Saturday 4 th May	section setting – 10am to 4pm.
Sunday 5 th May	Registration 9:00am – 9:45am
	Machine Examination 9:00am – 9:45am
	Riders Briefing 10:15am
	Sections Open 10:30am
	Sections Close 3:30pm
	Riders card to be handed in within 15mins of section close time otherwise penalties apply as per GCR's.
	Awards Presentation 3:45pm.

No further riding/practicing once the competitor has finished each day's competition.

16. VENUE DESCRIPTION

Rocks, logs and Dirt. May be in DRY and/or WET conditions.

GENERAL

1. **Noise:** Noise emissions must comply with GCR's of the *2019 Manual of Motorcycle Sport*.
2. **Nameplates:** Must comply with the GCR's of the *2019 Manual of Motorcycle Sport and Supp Regs*.
3. **Change of Motorcycle:** A change of motorcycle may be permitted up to 30 minutes before the start of the race provided that the notice is in writing and handed to the *race secretary* of the meeting and approval obtained by the stewards.
4. **Motorcycle or sidecar:** Must comply to the *2019 Manual of Motorcycle Sport*.
5. **Points Score:** As per *2019 Manual of Motorcycle Sport*.
6. **No Hassle Policy:** Any rider, entrant or person associated with a rider or entrant shall conduct themselves in an orderly manner in any dealings whatsoever, with any official of the meeting. A rider shall be responsible for his/her own conduct and that of any person with whom he/she is associated who abuses or threatens in any manner, either verbally or physically, any official. Penalties, which may be imposed by the stewards for breach, include reprimand or warning. Minimum \$50.00 fine or exclusion from the meeting.
7. **Abandonment:** In the event of the meeting being abandoned due to circumstances beyond the control of the promoters before racing commences, entry fees will be returned, less a fee per entry to cover administration costs. Once the competition has commenced only the stewards of the meeting have the authority to abandon the meeting and their decision shall be final. In such cases the stewards will rule on the results according to the circumstances.
8. **Pit Bikes:** *Not to be ridden anywhere at this event.*
9. **Animals:** Are **NOT** permitted into the grounds. Seeing Eye dogs are permitted.
10. **Unauthorised:** Persons are prohibited from entering the trial section taped off area. Such unauthorised persons will be removed from prohibited areas
11. **IMPORTANT: NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS: CAPITAL BENEFITS INSURANCE IS APPLICABLE TO ALL RIDERS WITH A CURRENT LICENCE.** It is conditional upon acceptance of this entry that it is fully understood by the rider/entrant/parent/guardian to arrange personal injury and ambulance transportation insurance cover in case you should require the same during the running of this competition.
RIDERS INSURANCE: The Motorcycling Australia Insurance Scheme provides: As per *2019 Manual of Motorcycle Sport*.
12. **Minders bikes:** Must be 'trial type bikes' and must be scruteneered as per competition riders bikes.
13. *No enduro/MX bikes with or without trials tyres can be used at this event.*

If there are **NO** pre-entries for a particular class, then that class will not have any sections set for them.
ie No expert entries, then **EXPERT** lines etc.

Directions:

From Tooborac, travel south on the Tooborac-Lancefield Rd (C325). Turn right after 16km into Malones Rd. Site is on the right near this intersection. **(NO DOGS ALLOWED)**

Google map ref -37.183065, 144.743022

NO RIDING BEFORE RIDERS BRIEFING

ENTRY FEES

Closing Date: See Page 1

Late Entries: All entries taken on the day will be charged \$10 extra.

Post Entries to: See Page 1

Cheques payable to: Trials Club of Victoria OR Direct Money transfer to:

Direct Deposits to: Bank: ANZ BSB: 083 596 – Account: 66212 5857 (a printout of transfer required with entry)

Online entries available at <https://www.trials.com.au/TDNfundraiser2019>

Any competitor who pre-enters but cannot participate will have full money refunded.

	Entry	Entry on day		Qty	Cost
Sidecar (Covers both rider and passenger)	\$75	\$85			
Solo	\$55	\$65			
Junior	\$35	\$45			
Minder (Must have Comp Licence If the entrant has a Comp Licence) (Must have a Rec or Comp Licence if entrant has a Rec Licence.)	\$20	\$30			
Family (up to two adults & three children residing at the same address)	\$110	\$120			

All entries include \$12 MV Rider Levy

Rider A Name:	Ph:	Club:
Address:	Postcode:	Grade:
Rider A Signature:	Date:	Expiry Date:
MA Licence Number	DOB (Juniors/Masters & 40+)	

Rider B Name:	Ph:	Club:
Address:	Postcode:	Grade:
Rider B Signature:	Date:	Expiry Date:
MA Licence Number	DOB (Juniors/Masters & 40+)	

Rider C Name:	Ph:	Club:
Address:	Postcode:	Grade:
Rider C Signature:	Date:	Expiry Date:
MA Licence Number	DOB (Juniors/Masters & 40+)	

Rider D Name:	Ph:	Club:
Address:	Postcode:	Grade:
Rider D Signature:	Date:	Expiry Date:
MA Licence Number	DOB (Juniors/Masters & 40+)	

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN EVENT SUPP REGS

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):

Print Rider A:	Print Rider B:
Print Rider C:	Print Rider D:

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;
 - ix) 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;
 - x) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
 - xi) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.
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 authorize 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 Promoter MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by the Promoter, MA and 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 the Promoter by contacting the Trial Secretary at the Trial Secretary Address 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.

Signature Rider A	date	Signature Rider B	date
Signature Rider C	date	Signature Rider D	date

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE PARENT/GUARDIAN NAME _____ 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 _____ DATED: / /

SCHEDULE 1.

- 1) Federation Internationale de Motocyclisme, 2) Motorcycling Australia Ltd, 3) Motorcycling Victoria, 7) N/A, 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.

4) Promoter	5) Site Hirer	6) Landowner	8) First Aid	SCHEDULE 2	SCHEDULE 3
Trials Victoria	Trials Victoria	Peter Hayes	Keen,s Regional Events	5 th May 2019	Emu Flat (NULLA VALE)