SUPPLEMENTARY REGULATIONS 2021 VICTORIAN TRIAL CHAMPIONSHIPS

No.

MEETING NAME

Victorian Trials Championships

PROMOTER

Trials Club Of Victoria RACE SECRETARY

> Glenda Whittle <u>STEWARD</u> Chloe Whittle

Springs Rd Sedgwick TRACK LICENCE NUMBER Not Applicable

VENUE

ONLINE ENTRY https://www.trials.com.au/Victitles2021

> CLERK OF COURSE Philip whittle

DATE 21st and 22nd August 2021

> PERMIT NUMBER 7/2021/C/32379

CONTACT NUMBER 0415861036

CHIEF SCRUTENEER Jacob Whittle

ANNOUNCEMENT

The 2021 Victorian Trial Championship held over 2 Days

COVID RULES

We must comply with all Covid rules that are in place at the time of the event.

JURISDICTION

The abovementioned meetings have been authorized by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCRs) 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.

CLASSES:	Trial 1 (Expert)(Red with a plus)
(Nameplate Colour)	Trial 2 (A Grade &) (Red),
,	Trial 3 (B grade) (Yellow),
	Masters (Yellow)
	Veterans 40 +(Blue)
	Trial 4+ (C+) (Blue with a plus),
	Trial 4 (C grade) (Blue), ,
	Trial 5 (Club-person) (White),
	Juniors (under 16 yo) (White)
	Sub-junior (White)*,
	Post Classic(Blue)
	Classic (Black)
	*Approximately half of the sections will be selected as accessible to mini-wheeled bikes.
AWARDS:	Sashes will be awarded to the first 3 placegetters in each class
ENTRIES	This a Motorcycling Australia Event So a current MA license is compulsory Entries will be accepted
	forthwith from current MA Senior National (SNA), MA Junior National (JNA) competition license and MA
	Restricted license holders. Current license and club membership card must be produced at sign in.
	Juniors must produce log books. NO EXCEPTIONS. Day completion licenses are available. Rec licenses
	are available.
ENTRY FEES	(licence holders) Senior \$80, Juniors \$40, Minders \$20, Family (up to two adult & two children under
All Entries must be	18) residing at the same address) \$140)
done online.	Online Entries: Can be filled out and paid using our Secure Online Entry Link:
	https://www.trials.com.au/Victitles2021
	Payments can be made securely using Credit Card (VISA / MasterCard accepted).
ENTRIES CLOSE:	Online entries close 11.59 pm Thursday 19 th August 2021
MACHINE	All machines must comply with the 2020 GCRs and these supplementary regulations, including correct
EXAMINATION	colour nameplates. All competitors must fill in the Self Scrutineering form to be presented at sign on.
ADMISSION FEES	Nil.
MEDICAL SERVICES	Keanes Regional Events First Aid
SIGN IN	9:00am
RIDERS BRIEFING	10:10am Sat., 9.10 am Sun Attendance at the Riders Briefing is compulsory.

MINIMUM ENTRIES	3 entries to constitute a class The club reserves the right to cancel / combine classes at its discretion
EVENT STARTS	10:30am. Sat 9.30 am Sun 1 point penalty per minute late for book-in after start of event.
EVENT CONCLUDES	4pm. Sat , 3 pm Sun Last lap cards to be handed in within 15 minutes of finish time. 1 point penalty per minute late.
REFUELING	Fuel containers must comply with 2021 GCR's.
CAMPING	Camping wil be available
CODE OF CONDUCT	All competitors, officials and parents are reminded of the Motorcycling Australia By-Law – CODE OF CONDUCT (as stipulated in the GCRs) which is a guide to appropriate behavior at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

DIRECTIONS: Directions: From Sedgwick, travel west on Springs Rd. After 3.6km you will meet Mandurang South Rd intersection. Continue straight ahead on Bryden Rd for 1.3km. Site is on the right. Signs erected on the day.
Reference: Vic Roads Country Roads directory, 44 F8
Online Map (centred at Mandurang Sth Rd / Springs Rd intersection)

(NO ANIMALS what so ever – No exceptions) This is a working sheep farm.

GENERAL

- 1. NOISE: All machines must comply with the requirements of the 2021 Mom's.
- 2. POINTS SCORE: As per 2021 Manual of Motorcycle Sport.
- 3. RIDING OF MOTORCYCLES: The riding of any competing motorcycles in the pits or car park area is not permitted. No TRAIL or PIT bikes or non-competing motorcycles are permitted to be ridden at any time at the venue except for observers riding out to their section to observe.
- 4. 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.
- 5. RESERVATIONS: The Stewards of the meeting reserve the right to alter, postpone or cancel all or part of the events program.
- INSURANCE: National Capital Benefits Scheme provides basic cover for death and permanent disability. Personal Accident and Ambulance Insurance is the responsibility of the individual.
 IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE DUE CONSIDERATION TO TAKING OUT SUCH INSURANCE COVER.

Any RIDER PRACTICING BEFORE RIDERS BRIEFING will get a 5 POINT PENALTY added to LAP 1's score.

• Except riding their bike to the scrutineering area.



ENTRY FORM - 2021 Victorian Trials Championships 2021

Entries close online Friday the 20/08/21 at 8pm	Pre-Entry	Late Entry	Quantity	Cost
Seniors & open licence holders	\$80	\$100		
Junior licence holders	\$40	\$60		
Minder (must have a recreational, seniors or 1 meeting licence)	\$20	\$40		
Family (up to two adult & two children (U17) residing at the same address)	\$140	\$160		
			Total:	

Online entries available at https://www.trials.com.au/Victitles2021

RIDER A Name:	Ph:	Licence Type: COMPETITION / RECREATIONAL
Address:	Club:	Lic #:
Emergency contact name/phone number	Postcode:	Expiry Date:
	Date:	Grade:
Email:		DOB (over 40's / Junior):

RIDER B Name:	Ph:	Licence Type: COMPETITION / RECREATIONAL
Address:	Club:	Lic #:
Emergency contact name/phone number	Postcode:	Expiry Date:
	Date:	Grade:
Email:		DOB (over 40's / Junior):

RIDER C Name:	Ph:	Licence Type: COMPETITION / RECREATIONAL
Address:	Club:	Lic #:
Emergency contact name/phone number	Postcode:	Expiry Date:
	Date:	Grade:
Email:		DOB (over 40's / Junior):

Any RIDER PRACTICING BEFORE RIDERS BRIEFING will get a 5 POINT PENALTY added to LAP 1's score. Except riding their bike to the scrutineering area.



CONTRACT TO PARTICIPATE IN THE [VICTORIAN TRIALS SERIES]

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:
 - a. If a rider, paying the Application Fee; and
 - b. If a volunteer official volunteering to officiate at the Recreational Activity;
 - c. If a member of the media, accepting the Provider's terms of media accreditation; and
 - otherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- 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 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. 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;
 - 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 participants or members of the public who may or may not be acting safely;
 - lack of access to medical, evacuation or search services; or
 - design of the track.

Operative parts

- 1. In consideration for me (the Participant) paying or providing the consideration under clause A above 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 permit 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 (as a rider) 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 authorizations

- 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 save for any benefits provided by MA's Personal Accident Policy.
- 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 have agreed to, and 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.
- /ii. 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 information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.



CONTRACT TO PARTICIPATE IN THE [VICTORIAN TRIALS SERIES]

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 1:	Signature 1:	Date:	
Participant 2:	Signature 2:	Date:	
Participant 3:	Signature 3:	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.

	Parent / Guardian
Participant:	Signature:
	Parent / Guardian
Date:	Name:

ANNEXURE 1:

- 1. Fèdèration Internationale de Motocyclisme;
- 2. Motorcycling Australia Ltd (MA);
- 3. Motorcycling Victoria;
- 4. Trials Club of Victoria
- 5. All other persons involved in the organisation, conduct and promotion of the Recreational Activity or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
- 6. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.
- 7. Trent and Julie Wilkin (landowner)

ANNEXURE 2:

[Victorian Trials Championships 2021 21^{st} and 22^{nd} August 2021)



CONTRACT TO PARTICIPATE IN THE [VICTORIAN TRIALS SERIES]

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 1:	Signature 1:	Date:	
Participant 2:	Signature 2:	Date:	
Participant 3:	Signature 3:	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.

	Parent / Guardian
Participant:	Signature:
	Parent / Guardian
Date:	Name:

ANNEXURE 1:

- 8. Fèdèration Internationale de Motocyclisme;
- 9. Motorcycling Australia Ltd (MA);
- 10. Motorcycling Victoria;
- 11. Trials Club Of Victoria
- 12. All other persons involved in the organisation, conduct and promotion of the Recreational Activity or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
- 13. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above. Trent Wilkin (landowner)

ANNEXURE 2:

[Victorian Trials Championships 2021)

		INDEMNITY & SCRUTINEERING FORM		
		MUST BE COMPLETED AND PRESENTED AT SIGN IN		
EVENT		~~ @#2		
CIRCUIT		SIGN.		
NAME		MAKE		
CLASS:		MODEL		
COMPETITION				
#				
F 14		Comment		
Fuel type	F (
D 1	Front Rear			
Brakes	Front	Operational, not binding		
Wheels	Rear	Spokes tensioned correctly, no movement in wheel bearings, no cracks in rim.		
wheels	Front			
Machine Numbers	LH Side	Must comply with the Manual of Motorcycle Sport		
	RH Side			
Handlebars & lev	ers	In good condition. Levers meet requirements listed in the Manual of Motorcycle		
		Sport.		
Kill Switch		Working correctly		
Foot Rests		In good condition and not binding on pivot.		
Self-Closing Thro		Operational		
Exhaust/Silencer/	Noise	In good condition and meets sound emissions as listed in the Manual of Motorcycle Sport		
Nuts, Bolts and F	asteners	Tensioned correctly		
Helmet		In good condition and meets standard listed in the Manual of Motorcycle Sport		
Helmet eject		NOT COMPULSORY		
Back numbers		Must be legible		
Boots		In good condition		
Gloves & Goggle	s	In good condition		
Series decal requi	rements			
		presenting a safe machine that is compliant with the manual of motorcycle sport remains		
		but the duration of the event.		
SIGNED BY PARE	ENT/GARD			
DATE		Printed Name:		
SIGNED BY RIDE	R:			
DATE		Printed Name:		
NOTE:		I		
	s must be pi	resented at sign on for inspection (and when required have the Eject System fitted).		

Random scrutineering will be conducted on machines and rider safety gear across all classes throughout the event
Incomplete forms will not be accepted.

4. When required both the rider and parent or guardian must sign this form for it to be considered complete.

5. One scrutineering sheet must be completed per machine.

6. By signing this form I acknowledge that I have read, understand and accept the conditions on the Indemnity provided for motorcycle activity