



CENTRAL QUEENSLAND TRIALS CLUB

WILL CONDUCT

INTER CLUB TRIAL

29TH AND 30TH APRIL 2017
AT CLARKE'S PROPERTY
604 CLARKS ROAD, LOWMEAD QLD



SUPPLEMENTARY REGULATIONS

MEETING NAME

INTERCLUB TRIAL

VENUE

CLARKE'S PROPERTY
604 CLARKES ROAD, LOWMEAD QLD

DATE

29TH AND 30TH APRIL 2017

PROMOTER

CENTRAL QUEENSLAND TRIALS CLUB

MA TRACK LICENCE No.

VR1723 AND VR1725

MA PERMIT No.

42823

RACE SECRETARY

KIM CHIVERS

ADDRESS

20 GARDENIA CRESCENT
KIN KORA QLD 4680

CONTACT No's

4978 5548 / 0427 785 548

CLERK OF THE COURSE

PATRICIA VAN HEERDEN

STEWARD

PETER SMITH

1. ANNOUNCEMENT:

The Central Queensland Trials Club hereafter called the PROMOTING CLUB will conduct an Interclub Open Trial for Juniors and Seniors at Clarkes Property, 604 Clarks Road, Lowmead Qld on the 29th and 30th April 2017.

2. JURISDICTION:

- 2.1. The abovementioned meeting has been authorised by MQ who has issued the Motorcycling Australia Permit Number as above and is open to holders of current Motorcycling Australia National, Mini and One Meeting Licences (OML to junior riders if they hold a current JCP Log Book), who are full financial members of CQTC, WDTC, LRMTTC and MTCQ (no discount or one day memberships are allowed).
- 2.2. The meeting will be held in accordance with the current Manual of Motorcycle Sport General Competition Rules (GCR's), these Supplementary Regulations, and any Final Instructions approved by MQ.

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 will not be accepted on the day of the meetings, entries must be received before the close of business on the 21st April 2017.
- 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 Club, if such retention is approved by MQ.
- 3.3. Only entries received on the official Entry Form that are accompanied by the correct fee will be accepted.

4. INSURANCE:

- 4.1. National Personal Accident Scheme provides basic cover for death and permanent disability.
- 4.2. Ambulance Insurance is compulsory for licensees.
- 4.3. IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT WEEKLY BENEFITS INSURANCE.**

5. MEDICAL SERVICES:

Qualified first aid attendant will be on site.

6. ENTRY FEE:

- 6.1. *Senior riders \$65.00, Juniors \$45.00, Family Fee \$80.00 (Family is one Snr Rider and any Number of Juniors riders in the senior riders immediate family). Plus a \$5.00 Property Fee will apply to each rider.*
- 6.2. Payment by Cheque, Money Order, Cash and EFT. ANY FEES FOR DISHONOURED CHEQUES WILL BE THE RESPONSIBILITY OF THE ENTRANT.
- 6.3. Cheques and Money Orders are to be made payable to the Central Queensland Trials Club.

6.4. EFT Payments

For those who choose we accept payment by Internet Bank Transfer. BSB: 034 126 Acc#: 293481 Acc Name: CQ Trials Club Inc Please put your Surname into the reference section of your bank transfer page.

When transfer completed, please print a receipt to accompany entry as confirmation of payment.

REFUNDS: Will be at the discretion of the promoter.

7. ENTRY PASSES:

N/A.

8 CLASSES OF COMPETITION:

A +B Combined , Blue line, White line and Intro line(orange plate)

9 AWARDS AND PRIZEMONEY:

Trophies will be awarded to first place only and a pat on the back for all that follow.

10 ENTRIES TO CONSTITUTE A CLASS:

10.1. To constitute a Class, the number of contestants entered and competing in each Class shall be two (2).

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, will be at the discretion of the club, subject to MQ approval.

11 RACE FORMAT:

Riders briefing at 1pm and riding will commence at 2pm Saturday with (3) Three hours to finish and 8.30am briefing and 9.00am riding start Sunday with (3) three Hours to finish.

12 MACHINES AND RIDERS:

12.1. All machines entered must comply with the current GCR's for Trials Competition.

12.2. Multiple entry of the one Machine in the same Class of Competition is not permitted.

12.3. Change of machine may be allowed at discretion of the Steward.

12.4. Helmets are mandatory. All persons including officials using any bike (including pushbikes), trike or quad at the event must be wearing a properly secured helmet.

12.5. Multiple entry of the one Machine in the same Class of Competition is not permitted.

13 RIDING NUMBERS:

13.1. All machines are to have a name plate displaying the riders name as per GCR.

13.2. All Number Plates on all Machines MUST comply with the GCR's.

14 GRID POSITIONS:

N/A

15 RIDERS BRIEFING:

A Riders Briefing will be held prior to the commencement at 1pm Saturday, 8.30am Sunday and ALL Competitors MUST attend the Riders Briefing. Riders Briefing is a NON Smoking area.

16 DRUG AND OR ALCOHOL TESTING:

16.1 All competitors and officials are advised that as part of the MA drug education program, drug testing may take place at any competition in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.

16.2 If any doubts exist over banned substances it is recommended competitors telephone the Drugs in Sport Hotline 1800 020506. When drug testing takes place, the payment of prizemoney may be delayed at MQ discretion until the results of the tests are known.

17 CODE OF CONDUCT:

17.1 All Competitors, Officials, Minders 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.

17.2 Observers / Officials are not to be argued with by riders, minders, family members or spectators. Any penalty accrued from this behaviour will be imposed on their nominated rider. If a rider fails a section there is to be no argument entered into with any observer regards the scoring. Discussion should take place with the Clerk of Course.

Anyone arguing with an observer will be excluded from the event immediately.

18 TIMETABLE:

Saturday, 29th April, 2017

Scrutineering Self Scrutineering

Rider Briefing 1:00 pm (or by order of the Clerk of Course)

Start 1:30 pm (or by order of the Clerk of Course)

Finish 4:00 pm (or by order of the Clerk of Course)

Sunday, 30th April, 2017

Self Scrutineering

8:30 am (or by order of the Clerk of Course)

9:00 am (or by order of the Clerk of Course)

12:30 pm (or by order of the Clerk of Course)

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 8.00am with the completion of the meeting for the participant being when the participant has vacated the venue.

19 **CIRCUIT DESCRIPTION:**

The area is open scrub with rocks and loamy soil.

20 **STARTS:**

N/A

21 **RACING:**

N/A

22. **NOISE:**

Bikes must meet Noise Restriction requirements as per the GCR's.

Noise will be kept to a minimum during the event with a curfew of all riding at 6.00pm until 7.00am each day

23. **SPECIAL NOTES AND WARNINGS:**

Presentation will commence as soon as possible after the completion of the Sunday competition.

A+B Combined riding a yellow split.

Intro line riders to have an Orange name plate.

Reminder for juniors to bring Log Book. A junior rider's age on January 1 will determine his/her age for competition that year.

23.1 **Camping will be available on site.**

Please be responsible for your own litter.

Please bring your own drinking water

Toilets will be available at the venue.

No Catering is available

No Dogs allowed on the property (Guide dogs excepted)

DIRECTIONS

Directions for people travelling north.

Head north on the Bruce highway go through Gin Gin.

Approx 61km north of Matilda Gin Gin Road House turn right onto John Clifford Way.

If you miss the turn you will see the Granite Creek rest area. (Go back)

Travel on John Clifford Way for approx 7.2 km then turn left onto Clarke Road.

Stay on Clarke Road for approx 10km Ron Clarke's Property (Petrol Head Paradise) will be on your left.

Petrol Head Paradise will show up if you search for it on Google Maps.

We will have signage up from the Bruce Highway

Directions for people travelling south

Head South on the Bruce highway go through Miriam Vale.

Just after the Granite Creek rest area turn Left onto John Clifford Way

Travel on John Clifford Way for approx 7.2 km then turn left onto Clarke Road.

Stay on Clarke Road for approx 10km Ron Clarke's property (Petrol Head Paradise) will be on your left.

Petrol Head Paradise will show up if you search for it on Google Maps.

We will have signage up from the Bruce Highway

Directions from Lowmead

From Lowmead head North on Lowmead Road for 1km or so, turn left onto Clarkes Road before going under the rail bridge. There will be signage from turn off.



CENTRAL QUEENSLAND TRIALS CLUB
WILL CONDUCT
INTERCLUB TRIAL
ON 29TH AND 30TH APRIL 2017



ENTRY FORM

Entrant: _____ MA Lic. No: _____

MA Lic. Expiry Date: _____

Rider's Surname: _____ Rider's First Name: _____

MA Lic. No: _____ MA Lic. Expiry Date: _____

Address: _____

Post Code: _____ Club: _____ Grade: _____

If under 18 years – Date of Birth: _____

Registered Competition No: _____ If Not Registered, Preferred No: _____

(Home) _____ (Work) _____ (Mobile) _____

Next of Kin Contact No: _____

Passenger's Surname: _____ Passenger's First Name: _____

MA Lic. No: _____ MA Lic. Expiry Date: _____

Address: _____

Post Code: _____ Club: _____ Grade: _____

If under 18 years – Date of Birth: _____

Registered Competition No: _____ If Not Registered, Preferred No: _____

(Home) _____ (Work) _____ (Mobile) _____

Next of Kin Contact No: _____

EVENT	MACHINE	CAPACITY	AGE
CQ TRIALS INTERCLUB TRIAL			
CQ TRIALS INTERCLUB TRIAL			

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

ENTRY FEES:

Senior \$65, Junior \$45, Or Family \$80 \$
Plus \$5 Property Fee (each Rider) \$ 5.00

TOTAL PAYABLE = \$

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

PLEASE TICK ONE

- I AM A PROFESSIONAL RIDER AND MY ABN IS: _____
 MOTORCYCLE SPORT IS MY HOBBY WHICH IS THE REASON I AM NOT QUOTING AN ABN

Motorcycling Queensland
PO Box 2072, North Ipswich Q 4305
Ph: 07 3281 2255 Fax: 07 3812 2742
Email: **HYPERLINK**

CONTRACT TO PARTICIPATE IN THE CQ Trials Club Interclub Trial

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

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.

2. DEFINITIONS

- 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;
 - "Indemnites" 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.

3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

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 Indemnites 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.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

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

Indemnites.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

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 Indemnites 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 Indemnites, 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 Indemnites 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.

6. MEDICAL

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 Indemnites will continue to rely upon this declaration as evidence of my fitness and ability to participate.

I acknowledge and agree that if required, the Indemnites (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnites 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.

7. PRIVACY

I hereby consent to the collection of my personal information by the Promoter/Event Organiser, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Event Organiser, 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 contacting 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.

8. PERSONAL HEALTH INFORMATION

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:

- I ACKNOWLEDGE that:
 - 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;
 - 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
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).

- IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - 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;
 - 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.
- 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.

9. POLICIES AND REGULATIONS

- 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.
- 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.

10. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent of Photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by (organisation) and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to (organisation) using my name, image, likeness and also my performance in the Event at any time, by any form of media, to promote (organisation) or the Event.

SCHEDULE 1

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Queensland
- Central Queensland Trials Club
- Mr Ron Clarke
- Mr Noel Turner
- TBA

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

SCHEDULE 2:

12.00pm 29th and 30th April

SCHEDULE 3:

Clarkys property, Lowmead

14. EXECUTION 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:

15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/W/E

being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- 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/W/E HEREBY INDEMNIFY AND RELEASE the Indemnites in the same manner and to the same effect as if I/W/E were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

PARENT/GUARDIAN:

SIGNATURE

DATE: