

SUPPLEMENTARY REGULATIONS 2022 TDN FUNDRAISER TRIAL



MEETING NAME
TDN Fundraiser Trial

VENUE
Newlans Lane Argyle

DATE
Sunday 21 st August 2022

PROMOTER
Trials Victoria

TRACK LICENCE NUMBER
N/A

PERMIT NUMBER
TBA

RACE SECRETARY
GLENDA WHITTLE

CONTACT NUMBER/S
Phil Whittle 0415 861 036

STEWARD
CHLOE WHITTLE

CLERK OF COURSE
PHILIP WHITTLE

CHIEF SCRUTINEER
JACOB WHITTLE

1. **ANNOUNCEMENT**

TCV , hereinafter called the PROMOTER, will conduct the TDN Fundraiser Trial on the 21 st August 2022

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://entryplace.com.au/TDNfundraiser2022>

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.

NOTE:

Online Entries close online (11.59 Friday 19th August 2022).

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

4. **ADMISSION FEES**

FREE entry.

5. **MEDICAL SERVICES**

Level 2 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. **TDN team style formation**

Teams of Three (3) solo riders-----The club reserves the right to cancel / combine teams at its discretion.-----

10. **COMPETITION FORMAT.**

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

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)
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 2022 GCR's

12. **AWARDS**

1st, 2nd & 3rd place medallions for each team

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**

Sunday 21 st t August	Registration	9:00am – 9:45am
	Machine Examination	9:00am – 9:45am
	Riders Briefing	10:15am
	First Team leaves	10:30am then following teams leave at two-minute intervals with 5 hours to complete both laps.

Riders card to be handed in within 15mins of section close time otherwise penalties apply as per GCR's.
Awards Presentation as soon as possible at event end.

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 *2022 Manual of Motorcycle Sport*.
2. **Nameplates:** Must comply with the GCR's of the *2022 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 *2022 Manual of Motorcycle Sport*.
5. **Points Score:** As per *2022 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 *2022 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.**

Directions:

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.

Online entries available at <https://entryplace.com.au/TDNfundraiser2022>

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

	Entry	Entry on day		Qty	Cost
Solo	35	45			
Junior	25	35			
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)	\$100	\$110			

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+)	

**CONTRACT TO PARTICIPATE IN THE
2022 TRIAL DE NATIONS FUNDRAISER TRIAL**

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:
- a. 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 authorisations

- 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.
- vii. 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.

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.

Additional Clauses for South Australian Events

Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services1), there is:

- ⊖ a statutory guarantee that those services will be rendered with due care and skill; and
- ⊖ a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- ⊖ a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

1. Recreational services are services that consist of participation in:

- ⊖ a sporting activity or similar leisure-time pursuit; or
- ⊖ any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.cbs.sa.gov.au

Participant: _____ Signature: _____

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.

Participant: _____ Parent / Guardian Signature _____

Date: _____ Parent / Guardian Name: _____

ANNEXURE 1:

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling Victoria (MV)
4. Trials Club Of Victoria Inc ;
5. Ron Dickinson (landowner);
6. 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
7. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

ANNEXURE 2:

_____ [event name], _____ [event dates],
_____ [event venue address]