

# 2023 VICTORIAN TRIAL SERIES (VTS)

Welcome to the 2023 Victorian Trial series!



## Key points:

- Maximum of 4 rounds out of 5 will count towards the series results
- Minimum of 4 rounds must be done for series award
- Both the Entry and Indemnity forms are required for each event
- Trial 1 & 2 (Expert/A-grade) class timed to 90 second rule.
- In the event of a series tie of any place getter, their highest place at the final round (Round 5) will be awarded the higher place. Any individual round tie as per GCR's.
- This event is run as a Motorcycling Australia Event and a Motorcycling Australia Competition License is compulsory. Also the entrant must be a member of a Motorcycling Australia Affiliated Club.
- All motorcycles and sidecars must be completely clean when arriving at the trial to prevent any cross contamination to the landowner's paddock. Any dirty bike will not be able to ride the event.
- Veteran riders must ride the Veterans Class not C Grade. This is to encourage our younger riders to step up.
- There will be a MASTERS class this year. Masters rider may elect to ride a higher grade if they wish

**Note – The Ballarat Rovers will have a BBQ operating with food and drinks available for purchase during the day.**

## TROPHIES AND SERIES POINTS

Name plate colour	Class	Nameplate	Class
Red + Red	Trial 1 & 2 (A & Expert)	Blue	Trial 4 (C grade) Veterans Classic & Post Classic
Yellow	Trial 3 (B grade) & (Master)	White	Trial 5 (clubperson) Juniors (under 16) Sub juniors
Blue with a +	Trial 4+ (C+ grade)	Black	Classic

A Class must be constituted at 3 rounds to be considered for Series awards.

A Class (except Sidecar) with less than three entries at a round may be combined with another class.

1 Day competition and Rec Licenses are available.

No rider on a Rec Licence can have their round or series results shown or be eligible for a final series result.

Awards. There will be no trophies for each event. Only an overall series trophy will be awarded

**Encourage your friends and rivals to enter to make sure your class is included in the points!**

## PRE-ENTRIES ENCOURAGED

To encourage pre-entry in an effort to reduce the load on event administrators, pre-entry fees will be cheaper than on-the-day entries.

Both the Entry and Indemnity forms are required for **each** event – the forms require you to fill in the number of the round for which you are entering.

Any rider who Pre-Enters but cannot attend will have their full amount refunded.

**Riders must produce their licence or proof of ,showing the expiry date at sign on ,on the day**

**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.**

## SUPPLEMENTARY REGULATIONS 2023 VICTORIAN TRIAL SERIES ROUND 4



<b><u>MEETING NAME</u></b> 2023 Victoria Trial Series Round 4	<b><u>VENUE</u></b> Sand Pit Road, Mt Bolton	<b><u>DATE</u></b> 09/07/2023
<b><u>PROMOTER</u></b> Ballarat Rovers MCC	<b><u>TRACK LICENCE NUMBER</u></b> Not Applicable	<b><u>PERMIT NUMBER</u></b> TBA
<b><u>RACE SECRETARY</u></b> Glenda Whittle	<b><u>ONLINE ENTRY</u></b> Link: <a href="https://entryplace.com.au/VTS2023RD4">https://entryplace.com.au/VTS2023RD4</a>	<b><u>CONTACT NUMBER</u></b> 0439 388 581
<b><u>STEWARD</u></b> Darren O'Hagan	<b><u>CLERK OF COURSE</u></b> Steve Van Gaans	<b><u>CHIEF SCRUTENEER</u></b> Steve Van Gaans

### ANNOUNCEMENT

The 2023 Victorian Trial Series consisting of five rounds.

### 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.**

<b>CLASSES:</b> (Nameplate Colour)	Trial 2 (A Grade & Expert) (Red & Red with a plus), Trial 3 (B grade)( Masters) (Yellow), Sidecars (Red) Trial 4+ (C+) (Blue with a plus), Trial 4 (C grade) (Blue), Veterans 40+ (Blue), Trial 5 (Club-person) (White), Juniors (under 16 yo) (White) Sub-junior (White)*, Classic( Black) Twin-shock (Blue) <i>*Approximately half of the sections will be selected as accessible to mini-wheeled bikes.</i>
<b>AWARDS:</b>	As per subcommittee ruling. Championship as per the GCRs. Maximum of 4 rounds out of 5 will count towards series awards. Awards will be presented for the series place getters only
<b>ENTRIES</b>	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. <b>NO EXCEPTIONS.</b>
<b>PRE-ENTRY FEES</b>	<b>(licence holders) Senior &amp; open \$55, Juniors \$25, Minders \$20, Family (up to two adults &amp; three children under 18) residing at the same address) \$110.</b> (All entry fees include \$13 per rider MV levy) <b>Online Entries:</b> Can be filled out and paid using our Secure Online Entry Link: <a href="https://entryplace.com.au/VTS2023RD4">https://entryplace.com.au/VTS2023RD4</a>  Payments can be made securely using Credit Card (VISA / MasterCard accepted).
<b>PRE-ENTRIES CLOSE:</b>	<b>Online Entries close on , Friday 7th July 2023 11.59 pm</b>
<b>On-The-Day ENTRY FEES</b>	<b>(licence holders) Senior &amp; Open \$85 , Juniors \$35, Minders \$35, Family (up to two adults &amp; three children under 18 residing at the same address) \$140.</b> (All entry fees include \$13 per rider MV levy)
<b>ADMISSION FEES</b>	Nil.
<b>MEDICAL SERVICES</b>	<b>Steve Van Gaans Level 2 first aid</b>

SIGN IN	9:30am
RIDERS BRIEFING	10:10am Attendance at the Riders Briefing is compulsory.
MACHINE EXAMINATION	9:30am to 10:10am All machines must comply with the 2023 GCRs and these supplementary regulations, including correct colour nameplates.
MINIMUM ENTRIES	3 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

EVENT STARTS	10:30am. 1 point penalty per minute late for book-in after start of event.
EVENT CONCLUDES	4:00pm. 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 2023 GCR's.
CAMPING	No Camping at this event
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:**

Travel through Learmonth from Ballarat on Sunraysia HWY.  
 Turn right onto Eastern Peak Road.  
 Travel down Eastern Peak Road for approx. 6km, then turn left onto Sand Pit Road.  
 Trials site is at the top of the road on the right.  
 Signs will be erected on the day.

**(NO ANIMALS)**

#### **GENERAL**

1. NOISE: All machines must comply with the requirements of the 2023 Mom's.
2. POINTS SCORE: As per 2023 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.
6. 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 - 2023 VTS Round 4

**Important:** Both the Entry and Indemnity forms (this page and the next) is required for **each** round. Fill in the number of the round for which you are entering at the top of this page.

Pre-Entries close on <b>Last Post Thursday before the event</b>	Pre-Entry	Late Entry	Quantity	Cost
Seniors & open licence holders	\$55	\$85		
Junior licence holders	\$25	\$35		
Minder (must have a recreational, seniors or 1 meeting licence)	\$20	\$30		
Family (up to two adults & three children (U17) residing at the same address)	\$110	\$140		
Total:				

Online entries available Link: <https://entryplace.com.au/VTS2023RD4>

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 Trial Series Round 4 Sand Pit Road, Mt Bolton

#### 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:
- If a rider, paying the Application Fee; and
  - If a volunteer official volunteering to officiate at the Recreational Activity;
  - 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
  - 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

- 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.
- 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.
- 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.
- 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 acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 services<sup>1</sup>), 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](http://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
4. Trials Club Of Victoria
5. Dennis Fitzpatrick (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:**

Victoria Trials Series. Round 4, 9<sup>th</sup> July 2023. Sand Pit Road, Mt Bolton