

Trials Club of Canberra TRA Interclub Trial

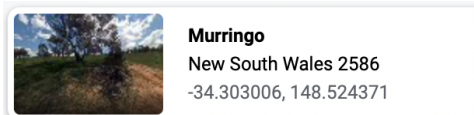
Event Location – 21 Maloneys Road, Murringo, NSW
Event Promoter - Trials Club of Canberra
Permit Number - TR/23/I/05685
Event Contact – Trevor Bennett
Contact Number – 0406 375 676
Track Address – 21 Maloneys Road,
Murringo, NSW 2586
Track Licence - Temporary Trials License
Date – 13-August-2023

SUPPLEMENTARY REGULATIONS

Club Steward Peter Mowat
Clerk of Course
Race Secretary Trevor Bennett
Scrutineer John Murphy

1. ANNOUNCEMENT:

The Trials Club of Canberra hereafter called the PROMOTER will conduct a TCC/TRA Interclub Trial at 21 Maloneys Road, Murringo, NSW, 2658 on 13-Aug-23.



2. JURISDICTION:

The above mentioned event has been authorised by Motorcycling New South Wales Limited (MNSW) who has issued the Motorcycling Australia Permit Number TR/23/I/05685 and is open to holders of current Motorcycling Australia licences.

The event will be held in accordance with the current Manual of Motorcycle Sport General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any Final Instructions approved by Motorcycling NSW. By entering this Event all parties agree to comply with these rules, regulations, by-laws and instructions.

3. ENTRIES:

Entries open forthwith and close at 10pm on 10-August-2023. No exceptions.

All Entries must be done via <https://entryplace.com.au/TCC13AUG>

In the case of postponement or abandonment of the event, all or any part of the entry fee may be retained by the Trials Club of Canberra, if such retention is approved by Motorcycling NSW. Only entries received on the official Entry Form that are accompanied by the correct fee will be accepted.

4. INSURANCE:

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

5. MEDICAL SERVICES:

Accredited First Aid personnel will be in attendance prior to any on track motorcycle activity until 15 minutes after the completion of competition.

6. ENTRY FEE:

- Under 16 - \$30
- 16 and over - \$50
- Family (max 2 adults and children U18, all residing at the same address) - \$110

7. ENTRY PASSES: n/a

8. CLASSES OF COMPETITION:

- Trial 1** (Green nameplate, and splits)
- Trial 2** (Red nameplate, and splits)
- Trial 3** (Yellow nameplate, and splits)
- Trial 4** (Blue nameplate, and splits)
- Trial 5** (White nameplate, and splits)
- Trial 6** (Orange nameplate, Entry Level – no splits)

9. ENTRIES TO CONSTITUTE A CLASS:

All entries received will be catered for.

10. RACE FORMAT:

Start 10:15am, 5 hours. Sections as per rider briefing.

11. TIMETABLE:

- Gates Open - 09:00 AM
- Scrutineering - 09:15 AM
- Sign On - 09:30 AM
- Riders Briefing - 10:00 AM
- Racing Starts - 10:15 AM
- Racing Finishes - 03:15 PM

For the purposes of drug and alcohol testing, the commencement of the event will be deemed to be 9:00 AM with the completion of the event for the participant being when the participant has vacated the venue.

All competitors will be given the opportunity to walk and inspect the Sections prior to each attempt. This inspection must be done on foot.

If a rider feels that any Section is beyond their capabilities, they are entitled to take a 'Five' for that Section.

12. AWARDS :

- Highest series points (for financial TCC members only) over 5 rounds are eligible for the Series awards.
- Riders must compete in a minimum of 4 rounds in the same class to be eligible for a Series award.

13. PRESENTATION:

After Series conclusion

14. MACHINES AND RIDERS:

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

Eligibility checks can take place at any time during the event.

It is the competitor or parent / legal guardians' responsibility to ensure that any machine that suffers accident damage during competition is repaired and will meet the required safety standards as outlined in the MOMS prior to further participation in the event.

Capacity and fuel testing may be utilised by the Scrutineer at any round to assist with machine eligibility.

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

15. RIDING NUMBERS:

All Name Plates on all Machines MUST comply with the GCR's for Trial.

16. GRID POSITIONS: n/a

17. RIDER'S BRIEFING:

A rider's briefing will be held at 10:00 AM and prior to any on track motorcycle activity. It is compulsory for ALL competitors to attend. A random attendance roll call may be utilised by the Clerk of Course to determine a competitor's attendance at rider's briefing. The Clerk of Course may at his/her discretion, penalise any competitor who is called randomly at riders briefing and is proven not to be in attendance by not responding to that call.

Smoking is strictly prohibited at Rider's Briefing.

18. STARTS: n/a

19. TYRES:

As per GCRs

20. ANTI-DOPING POLICY:

20.1 All competitors, crew, parents / guardians and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, under the authority of Sport Integrity Australia.

20.2 Athletes are advised to download the Sports Integrity Australia app. If athletes have any doubts over Sports Integrity Australia requirements they should visit the website www.sportintegrity.gov.au

It is recommended athletes contact the Drugs in Sport Hotline (1300 027 232) for further information. When drug testing takes place, the payment of prize money may be delayed, at the discretion of MA, until the results of the tests are known.

21. DRUG AND OR ALCOHOL TESTING:

All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to MA website for details on the Safety Policy - Drug and Alcohol testing.

22. CODE OF CONDUCT:

All Competitors, Officials and Parents are reminded of the Motorcycling Australia By-Law - CODE OF CONDUCT (as stipulated on the MA website - www.ma.org.au) which is a guide to appropriate behaviour at all Motorcycle Race Events. This CODE OF CONDUCT applies to this Event and will be enforced.

23. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA:

All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy (in supp regs) / Social Media Policy (on website), found at www.ma.org.au, which sets out a framework for acceptable online behaviour where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

24. CODES OF BEHAVIOUR:

All competitors, Officials and Parents are reminded of MA's Codes of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au which is a guide to appropriate behaviour at all motorcycle race events. These Codes of Behaviour apply to this event and will be enforced. If a rider is banned from entry at one of the participating rounds/venues, they will not be allowed to participate in that round of the series.

25. SOUND/NOISE TESTING:

Sound Testing may be conducted as per the GCR's.

26. CIRCUIT DESCRIPTION:

As per Riders Briefing, 10:00am

27. RESTRICTIONS:

28. SPECTATOR FEE'S AND INFORMATION: No charge

29. SPECIAL NOTES AND WARNINGS:

- No Dogs
- All motorcycles must be completely clean when arriving at the trial to prevent any cross contamination to the landholder's paddock. Any dirty bike will not be able to ride the event
- Overnight camping is available.

30. FIRE EXTINGUISHERS

All competitors should have a minimum 2kg, dry power A: B (E) class, working fire extinguishers in their pit area.

Motorcycling New South Wales Limited (MNSW)
Location: 9 Cooper Street Smithfield NSW 2164
Postal: 9 Cooper St Smithfield NSW 2164
P: 02 8378 0790

CONTRACT TO PARTICIPATE IN THE Trials Club of Canberra / TRA Trials Interclub for, Trial IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICPATE

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

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

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 exclusion of these statutory guarantees is brought to your attention by 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)

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), 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.ocba.sa.gov.au

ANNEXURE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling New South Wales Limited (MNSW)

4) Trials Club of Canberra

Add Promoter/Event Organiser Here

- 5) 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 Recreational Activity; and
- 6) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

ANNEXURE 2:

DATE: ____/____/____

Permit Number : TR/23/1/05685