

SUPPLEMENTARY REGULATIONS 2023 VICTORIAN TRIAL CHAMPIONSHIPS



MEETING NAME
Victorian Trials Championships 2023

VENUE
Sand Pit Rd Mt Bolton

DATE
19th and 20th August 2023

PROMOTER
TCV and BRMCC
RACE SECRETARY

Glenda Whittle
STEWARDS
Chloe Whittle

TRACK LICENCE NUMBER
Not Applicable

ONLINE ENTRY
<https://entryplace.com.au/Victitles2023>

CLERK OF COURSE
Philip whittle

PERMIT NUMBER
TR/23/O/05706

CONTACT NUMBER
0415861036

CHIEF SCRUTENEER
Paul Sens

ANNOUNCEMENT

The 2023 Victorian Trial Championship held over 2 Days

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: (Nameplate Colour)	Trial 1 (Expert)(Red with a plus) Trial 2 (A Grade &) (Red), Trial 3 (B grade) (Yellow), Women(Blue) 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) Non Competition Class(for rec license holders) <i>*Approximately half of the sections will be selected as accessible to mini-wheeled bikes.</i>
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.1 Day competition and Rec Licenses are available.
ENTRY FEES All Entries must be done online.	(licence holders) Senior \$100, Juniors \$50, Minders \$20, Family (up to two adult & two children under 18) residing at the same address) \$160) Online Entries: Can be filled out and paid using our Secure Online Entry Link: https://entryplace.com.au/Victitles2023 Payments can be made securely using Credit Card (VISA / MasterCard accepted).
ENTRIES CLOSE:	Online entries close 11.59 pm Thursday 17th August 2022
MACHINE EXAMINATION	All machines must comply with the 2023 GCRs and these supplementary regulations, including correct colour nameplates. Machine examination will be done 9.30 am
ADMISSION FEES	Nil.

MEDICAL SERVICES	On Track Medical Services
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 clubs 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 2023 GCR's.
CAMPING	Camping will 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: 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.

IMPORTANT NOTE:

NO ANIMALS what so ever – No exceptions.

All Bikes must be CLEAN.The Landowner does not want contamination from other venues.

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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.



ENTRY FORM - 2023 Victorian Trials Championships

Entries close online Thursday the 17/08/23 at 11.59 pm	Pre-Entry	Late Entry	Quantity	Cost
Seniors & open licence holders	\$100	\$120		
Junior licence holders	\$50	\$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)	\$160	\$180		
Total:				

Online entries available at <https://entryplace.com.au/Victitles2023>

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):	

RIDER D 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.

CONTRACT TO PARTICIPATE IN THE VICTORIAN TRIALS CHAMPIONSHIPS 2023

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.

2

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 and Ballarat Rovers Motorcycle Club

5. The Fitzpatrick Family

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:

Victorian Trial Championships

August 19th and 20th 2023

Sandpit Rd Mt Bolton