



TCV Gate Trial
Hokins Rd Ravenswood Sth
22nd October 2023

SUPPLEMENTARY REGULATIONS

EVENT: TCV Gate Trial

DATE: 27th October 2023

VENUE: Hokins Rd Ravenswood Sth

MA PERMIT NUMBER: **TR/23/C/07399**

EVENT CONTACT For all enquiries, please contact:

Phil Whittle

Ph: 0415861036

Email: ptreng@bigpond.com

Online entry

<https://entryplace.com.au/TCVGATE23>

EVENT KEY OFFICIALS

Steward
Clerk of Course
Race Secretary

Paul Sens
Philip Whittle
Chloe Whittle

Gate Trial description and rules:

Each section has a series of "gates" and each gate has a point value. If a rider dabs between gates, they lose all of the points they have accumulated in that section. Completing every gate is not required. It is perfectly acceptable to ride only the gates you think you can clean. However, the more gates completed without dabs, the more points the rider obtains.

ANNOUNCEMENT :

The Trials Club of Victoria Inc will be conducting a Gate Trial at Hokins Rd , Ravenswood Sth on 22 nd of October 20223

JURISDICTION :

The Trial will be held under the jurisdiction of the 2023 GCRs of Motorcycling Australia (MA) with the following supplementary regulations and any instructions issued on the day.

This event is a TCV Gate Trial. Day memberships are available at a \$10 fee

LICENSE REQUIREMENTS: A MA License is required. 1 Day Comp License @ \$85 or 1 Day Rec License @ \$35 are available.

GRADES :

Trial 1&2

Trial 3

Trial 4

Junior

Trial 5

Sub Juniors

Non Competition (Rec license required)

The organisers reserve the right to cancel or combine any grades with insufficient entries. The site is suitable for sub-juniors.

AWARDS :

As per subcommittee ruling (dependent on number of entries).

ENTRY FEE :

Solo \$ 40, Junior \$25, Family \$60

Entries close on Friday, 11.59 pm Friday 20th October 2023 **online entries** <https://entryplace.com.au/TCVGATE23>

Entries on the day of the event will cost an additional \$10.00

HELMETS :

To AS1698 or other FIM approved standard.

DIRECTIONS :

From Calder Freeway Turn into Hokins Rd . Signs out on the day

MEDICAL SERVICES:

Level 2 first aid. These services will be available between 9.45am and 4.00pm on day of the event.

ANTI-DOPING POLICY:

All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR's.

If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, tel 1800 020 506.

ALCOHOL TESTING PROCEDURE:

All competitors and officials are advised that random breath-testing may take place during the competition.

CODE OF CONDUCT:

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at www.ma.org.au or Appendix 3 of the GCR's, which is a guide to appropriate behaviour at all motorcycle meetings. This Code of Conduct applies to this Meeting and will be enforced.

STARTING TIME : Book in at 9.00 a.m. Machine Examination 9.30.00 a.m. Rider briefing 10.20 a.m. Start at 10.30 a.m. Event finish 3 .30 p.m.

No Camping on this site

MACHINES OTHER THAN COMPETITORS OR OFFICIALS ARE NOT ALLOWED ON THE PROPERTY

No dogs allowed. This a working a sheep farm.

ENTRY FORM – TCV Gate Trial, 22 nd Octoberr 2023

1st Riders name.....Ph.....

Address.....P/C.....

Grade.....MA Licence No.....Club.....

Signature of Rider.....Date.....

(Family)2nd Rider name.....Ph.....

Grade.....MA Licence No.....Club.....

Signature of Rider.....Date.....

(Family)3rd Rider name.....Ph.....

Grade.....MA Licence No.....Club.....

Signature of Rider.....Date.....

If the rider is a minor, the following must be signed by a parent or guardian: -

I hereby consent to my son / daughter / ward.....participating in your trial

Signature of parent / guardian.....Date.....

INDEMNIFICATION: All entries must be accompanied by a completed MA(V) contract to participate.

Solo.....	@\$40	\$
Junior.....	@\$25	\$
Family.....	@\$60	\$

Total \$

Online entries <https://entryplace.com.au/TCVGATE23>

CONTRACT TO PARTICIPATE IN THE

[NAME OF EVENT]

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.

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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. Trials Club of Victoria inc

4. Lindsay McPherson(landowner)

5. 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

6. 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]

