

Motorcycling Victoria (MVIC)
Location: PO Box 3 Broadford VIC 3658
Postal: PO Box 3 Broadford VIC 3658
P: (03) 5784 2827

MOTORCYCLING AUSTRALIA

(Affiliated with Federation Internationale Motorcyclisme)

Interclub Event

PERMIT NUMBER: TR/24/I/09769

Permit available only for meeting or meetings as stated below, and to be in accordance with MA General Competition Rules.

MOTORCYCLING AUSTRALIA hereby authorises

Oakleigh Motor Cycle Club Inc

to hold *2024 Glenmaggie Easter Trial*

at *Glenmaggie Trial
Green Gully Bridge Licola Rd*

on *29-Mar-2024 06:00 to 31-Mar-2024 20:45*

Approved Club Representative

Event Contacts:

Peter Spencer 0401 503 811

Event Officials:

David Grice	Steward	EN	Level 2
Peter Spencer	Clerk of Course	TR	Level 2
Peter Wines	Scrutineer	TR	Level 3
Greg Chalmers	Race Secretary	TR	Level 3

Special Conditions:

Date of Issue : 27-Feb-2024

N.B.: This Permit must be prominently displayed at the event for which it is issued, and all written or printed matter relating to the event must include: "Under M.A. Patronage, Permit No TR/24/I/09769"

STATE CONTROLLING BODIES:

Motorcycling New South Wales Limited (MNSW)
Motorcycling Queensland (MQLD)
Motorcycling Victoria (MVIC)
Motorcycling South Australia (MSA)
Motorcycling Tasmania (MTAS)
Motorcycling Western Australia (MWA)
Motorcycling Northern Territory (MNT)

**Oakleigh Motorcycle Club in conjunction with the
Gippsland Trials and Enduro Club presents the
2024 Glenmaggie Easter Trial**

DO NOT jeopardize future access to this site.

Please observe restrictions imposed by the landowner.

Campsite will be unlocked Thursday midday on the 28th March.

Campsite closes Monday afternoon 1st April.

Riding on Friday only at designated areas by riders who have pre-entered the event.

Rider to sign in and have their machines and clothing scrutinized.

Scrutineering and practice times for early arrivers as follows:-

Friday 29th Mar from 11:00am to 3:30pm

WALKING PACE ONLY when riding in the camping areas

DO NOT ride on hills facing the road at the OLD camping area opposite Licola Rd.

DO NOT ride outside practice or event times.

NO TRAIL or ENDURO type motorcycle can be ridden at any time

Breaches will incur penalty points and/or event exclusion

Current Fire Danger Period Requirements

Barbecues and campfires for warmth or comfort are permitted as per CFA instructions only if:

- The wind is not more than 10kph.
- The fire is lit in a properly constructed fireplace or trench at least 30cm deep.

- The fire is not within 7.5 metres of a log or stump.
- The ground and air space within 3 metres are clear of flammable material.
- The fire and fuel used are the minimum necessary for the purpose and do not occupy an area

of more than 1 square metre.

- A person is in attendance at all times while the fire is alight.

Note that in accordance with the CFA Act, a “properly constructed fireplace” means a fireplace that is constructed of stone (rocks), metal, concrete or any other non-flammable material so as to contain the perimeter of the fire.

A commercially produced barbecue would be considered a properly constructed fireplace.

Use of a fire bucket is recommended and all fires must be totally extinguished before leaving.

2024 Glenmaggie Easter Trial

Only ONLINE ENTRIES will be accepted:-

<https://www.trials.com.au/Glenmaggie2024>

Any rider who enters online that cannot participate that this event will have their full money returned providing their notify the Race Secretary before Saturday 30th March.

Your Camping fees will be added to your online entry.

A \$50 camp fee per family will apply

(Living under the same address)

Directions:

From Glenmaggie,

Travel north on the Heyfield Jamieson Rd (C486) for approximately 7kms.

Turn left into Chesterfield Rd. Signs will direct you to car/camping area.

Google Maps Reference:

-37.865609,146.685625

SUPPLEMENTARY REGULATIONS

2024 Glenmaggie Easter Trial

<u>MEETING NAME</u>	<u>VENUE</u>	<u>DATE</u>
2024 Glenmaggie Easter Trial	Chesterfield Rd, Glenmaggie.	Friday 29 th Mar to Sun 31st Mar 2024

<u>PROMOTER</u>	<u>TRACK LICENCE NUMBER</u>	<u>PERMIT NUMBER</u>
Oakleigh Motorcycle Club	TBA	TBA

<u>RACE SECRETARY</u>	<u>ENTRY FORMS</u>	<u>CONTACT NUMBER</u>
Greg Chalmers	All entries will be online only	Justin Stone 0409 933 773

<u>STEWARD</u>	<u>CLERK OF COURSE</u>	<u>CHIEF SCRUTENEER</u>
David Grice	Peter Spencer	Peter Wines

ANNOUNCEMENT

The **Oakleigh Motorcycle Club** in conjunction with **Gippsland Trials and Enduro Club** hereinafter called the PROMOTER, will conduct the 2024 Glenmaggie Easter Trial at Greens Gully.

JURISDICTION

The abovementioned meetings have been authorised 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.

<p>CLASSES: (Nameplate Colour)</p>	<p>Trial 2 (A) Red number plate Trial 3 (B) Yellow number plate Trial 4 (C) Blue number plate Trial 5 (Club-person) White number plate Beginners (Sub-junior) White number plate</p>
<p>AWARDS:</p>	<p>There will be NO trophies or awards at this meeting.</p>
<p>ENTRIES</p>	<p>Entries will be accepted forthwith from current MA Senior National (SNA), MA Junior National (JNA) competition licence and MA Restricted licence holders. Current licence must be produced at sign in. NO EXCEPTIONS.</p>
<p>PRE-ENTRY FEES</p>	<p>\$160 family (Must live under the same address) \$110 ride 2 days \$70 ride 1day only \$50 Junior \$30 Minder (must hold an Crew or Competition licence) \$75 One event competition licences. Must be applied using the MV website. \$30 One event recreation licence on site. Must produce their current ambulance cover policy number. (All entries include the MV rider levy). NO entries will be taken on any day. MUST be online entry only A \$50 camp fee per family/site will added with your online entry Living under the same address.</p>
<p>PRE-ENTRIES CLOSE:</p>	<p>All online entries close at 11:59pm Wednesday 27th March.</p>
<p>ONLINE ENTRIES</p>	<p>Online Entries: Must be filled out and paid using our Secure Online Entry Link: https://www.trials.com.au/Glenmaggie2024 Payments can be made securely using Credit Card (VISA / MasterCard accepted) or via PayPal. NO Postal Entries accepted.</p>
<p>ADMISSION FEES</p>	<p>Free</p>

MEDICAL SERVICES	Brett Kemp. On Track Medical Services
SIGN IN	9:00am to 10:00am Saturday,
RIDERS BRIEFING	10:15am Saturday & 9:15am Sunday. Attendance at the Riders Briefing is compulsory
MACHINE EXAMINATION	Sat 9:30am to 10:00am. Sun 9:00am to 9:15am. All machines must comply with the 2024 GCRs and these supplementary regulations, including correct colour nameplates. SELF SCUTENEERING forms will be attached to your online entry.
MINIMUM ENTRIES	N/A
EVENT STARTS	Saturday 10:30am, Sunday 9:30am
EVENT CONCLUDES	Saturday 4:00pm, Sunday 3:00pm.
RE-FUELING	Fuel containers must comply with 2024 GCR's.
CAMPING	Camping is available at new area shown on previous page.
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.
SECTION TIMING	N/A

GENERAL

1. **NOISE:** All machines must comply with the requirements of the 2024 Mom's.
 2. **POINTS SCORE:** As per 2024 Manual of Motorcycle Sport. There will be NO observers or results given out at this meeting.
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1. **RIDING OF MOTORCYCLES:** The riding of any competing motorcycles in the pits or car park or camping area is not permitted. No TRAIL, ENDURO or PIT bikes are permitted to be ridden at any time at the venue except observers riding out to their designated section only.

1. **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.
2. **RESERVATIONS:** The Stewards of the meeting reserve the right to alter, postpone or cancel all or part of the events program.
3. **INSURANCE:** As per MOTORCYCLING VICTORIA's insurance scheme which 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.

1. **Animals:** Dogs and Cats must be on a leash at all times. They can either be tied up at the camp site or held on a lead by a responsible person while walking around. No other animals allowed.

1. All riders under 16 years old must ride with their guardian or nominated MINDER.

1. Recreational licence holders will be able to ride at this meeting.
2. All INTERSTATE riders will be required to join the Oakleigh Motorcycle Club for free. Club membership forms will be able to be completed at sign in on the day.

The above rules will be enforced. Breaches will incur penalty points and/or event exclusion. Competitors and their families are reminded to respect the land-owners property.

Online entries only at:-

<https://www.trials.com.au/Glenmaggie2024>

CONTRACT TO PARTICIPATE IN THE 2024 GLENMAGGIE EASTER 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

ANNEXURE 1:

1. Fédération Internationale de Motocyclisme;

2. Motorcycling Australia Ltd (MA);

3. Motorcycling Victoria [MV];

4. ##;

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.

and assignees of each of the above.

ANNEXURE 2:

