### BALLARAT ROVERS MOTOTRCYCLE CLUB Presents the 2019 VICTORIAN TRIAL CHAMPIONSHIPS To be held at

## **Mt Bolton, Victoria**

5th & 6th October











# SUPPLEMENTARY REGULATIONS 2019 VICTORIAN TRIAL CHAMPIONSHIPS



MEETING NAME 2019 Victorian Trial Championships

PROMOTER Ballarat Rovers Motorcycle Club

> TRIAL SECRETARY lan Stacey

STEWARD Darren O'Hagen CHIEF SCRUTINEER Rob Murdoch VENUE

Mt Bolton - Sand Pit Rd Learmonth

TRACK LICENCE NUMBER

POSTAL ADDRESS PO Box 217 Ballarat Vic 3353

CLERK OF COURSE Neil Perkins ASSISTANT CLERK OF COURSE N/A DATE

5th & 6th October

PERMIT NUMBER TBA

CONTACT NUMBER/S 0439388581

RACE SECRETARY Glenda Whittle ASSISTANT STEWARD N/A

#### 1. ANNOUNCEMENT

The Ballarat Rovers Motorcycle Club, hereinafter called the PROMOTER, will conduct the 2019 Victorian Trial Championships at Mt Bolton on the

5th & 6th October 2019.

#### 2. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCR's) 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.

#### 3. ENTRIES

Entries will be accepted forthwith from current MA Senior National, MA Senior Restricted, MA Junior National, MA One meeting & MA Junior Restricted licence holders. Current MA competition licence must be produced at sign in.

Entries for this event must be sent to:

Online entries available at<br/>Postal entries:https://www.trials.com.au/2019VicTitles<br/>PO Box 217 Ballarat Vic 3353

Only entries received on the official Entry Form or online will be accepted. Entries must be accompanied with payment as per Section "ENTRY FEES". No cash by post. Incorrectly filled out Entry Form may result in entry not being accepted. In the case of postponement or abandonment of the meeting, a portion of the entry fee may be retained by the Clubs.

#### NOTE:

Postal Entries close on 3rd October (COB Thursday) Online Entries close on 3rd October (COB Thursday) All entries taken on the day will be charged \$15 extra.

#### 4. ADMISSION FEES

Free entry to site on all days.

#### 5. MEDICAL SERVICES

Regional Events First Aid will be in attendance for Saturday and Sunday of the event.

#### 6. SIGN IN

Sign in for the abovementioned event will take place from See timetable below.

#### 7. RIDERS BRIEFING

Attendance at the Riders Briefing on both days is compulsory. The Riders Briefing will take place as per timetable schedule.

#### 8. TEMPORARY GUARDIAN

Riders under the age of 18, if not accompanied by parents, must have a guardianship form filled out prior to the event and presented at sign in. The guardian must be over 18 years and have ID.

#### 9. ENTRIES TO CONSTITUTE A CLASS

Three (3) solo riders' minimum 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.

#### **10. COMPETITION FORMAT.**

The number of sections and laps will be advised at riders briefing each day. "A" grade and Experts will be timed to 90 seconds maximum per section. This is a 2-day event where the competitors' score accumulates over the entire event. The final results for all classes as per 2019 GCR's. This trial format is under 2019 GCR's "Trial".

#### GRADES OF COMPETITION

T1	(Green name Plate)	(green arrows)
T2	(Red name Plate)	(red arrows)
Т3	(Yellow name Plate)	(yellow arrows)
Masters	(Yellow name Plate)	(yellow arrows)
T4+	(Blue name Plate with wh	ite plus) (all blue arrows + addition blue plus arrows)
T4	(Blue name Plate)	(blue arrows)
Т5	(White name Plate)	(white arrows)
Junior Woman 7 to under 16	(White name Plate)	(white arrows)
Junior 7 to under 13	(White name Plate)	(white arrows)
Post Classic	(Blue name Plate)	(blue arrows)
Classic	(Black name Plate)	(white arrows)
Veteran 40-54	(Blue name Plate)	(blue arrows) age based on Friday 5 <sup>th</sup> Oct.
Veteran 55+	(Blue name Plate)	(blue arrows) age based on Friday 5 <sup>th</sup> Oct.
Junior 13 under 16	(Blue name Plate)	(blue arrows)
Women	(Grade plate colour) (red,	yellow, blue +, blue or white) see line below

The highest grade rider with the least points will be awarded 1<sup>st</sup> and continued down the grade levels until all riders have been established. In other words a rider riding T3 grade will be awarded higher than a rider in T4+ etc.

#### **11. MACHINE EXAMINATION**

All machines must comply with the 2019 GCR's See timetable below.

#### 12. AWARDS

1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place sashes will be presented in all classes.

#### 13. CAMPING

Gates open 1pm Friday 4th for camping.

#### 14. DOGS

Dogs MUST be kept on a lead at all times.

#### **15. CODE OF CONDUCT**

All competitors, officials and parents are reminded of the Motorcycling Australia By-Law – CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

3:00pm

3:30pm

#### **16. TIMETABLE FOR EVENT**

Friday 4th Oct

Camping setup - 1pm onwards.

Saturday 5th Oct Riders card to be handed in w	Registration Machine Examination Riders Briefing Sections Open Sections Close vithin 15mins of section close	9:00am – 9:45am 9:00am – 9:45am 10:00am 10:30am 3:30pm se time otherwise penalties apply as per GCR's.
Sunday 6th Oct	Registration Machine Examination Riders Briefing Sections Open	9:15am – 9:45am 9:15am – 9:45am 9:45am 10:00am

Riders card to be handed in within 15mins of section close time otherwise penalties apply as per GCR's.

No further riding/practicing once the competitor has finished each day's competition.

Awards Presentation

Sections Close

#### **17. VENUE DESCRIPTION**

Large pit/camping area at foot of Mt Bolton Hill. Riding terrain will be over Rocks, Logs, Grass and dirt surfaces. Meeting will run in wet and/or dry weather conditions.

#### **GENERAL**

- 1. **Noise:** Noise emissions must comply with GCR's of the 2019 Manual of Motorcycle Sport.
- 2. **Nameplates:** Must comply with the GCR's of the 2019 Manual of Motorcycle Sport and Supp Regs.
- 3. **Change of Motorcycle:** A change of motorcycle may be permitted up to 30 minutes before the start of the race provided that the notice is in writing and handed to the race secretary of the meeting and approval obtained by the stewards.
- 4. Motorcycle or sidecar: Must comply to the 2019 Manual of Motorcycle Sport.
- 5. **Points Score:** As per 2019 Manual of Motorcycle Sport.
- 6. **No Hassle Policy:** Any rider, entrant or person associated with a rider or entrant shall conduct themselves in an orderly manner in any dealings whatsoever, with any official of the meeting. A rider shall be responsible for his/her own conduct and that of any person with whom he/she is associated who abuses or threatens in any manner, either verbally or physically, any official. Penalties, which may be imposed by the stewards for breach, include reprimand or warning. Minimum \$50.00 fine or exclusion from the meeting.
- 7. **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.
- 8. **Pit Bikes:** Not to be ridden anywhere at this event.
- 9. Animals: Dogs MUST be kept on a lead at all times.
- 10. **Unauthorised:** Persons are prohibited from entering the trial section taped off area. Such unauthorised persons will be removed from prohibited areas
- 11. **IMPORTANT: NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS: CAPITAL BENEFITS INSURANCE IS APPLICABLE TO ALL RIDERS WITH A CURRENT LICENCE**. It is conditional upon acceptance of this entry that it is fully understood by the rider/entrant/parent/guardian to arrange personal injury and ambulance transportation insurance cover in case you should require the same during the running of this competition.

**RIDERS INSURANCE:** The Motorcycling Australia Insurance Scheme provides: As per 2019 Manual of *Motorcycle Sport.* 

- 12. Minders bikes: Must be 'trial type bikes".
- 13. No enduro/MX bikes with or without trials tyres can be used at this event.
- 14. Any RIDER PRACTICING BEFORE RIDERS BRIEFING will get a 5 POINT PENALTY added to their LAP 1's score. Riding to the scrutineering area is permitted.

Directions:

From Learmonth, take the 2<sup>nd</sup> turn right into Eastern Peak Rd and then turn left onto Sand Pit Rd. Vic Roads Country Roads directory, 58 D8. Google map ref -37.358249, 143.701889

#### ENTRY FEES

Note: Any change of Entry details on Saturday morning of the Trial will be subject to a \$5 Fee. Closing Date: see item 3 "entries"

Late Entries: All entries taken on the day will be charged \$15 extra.

Post Entries to: PO Box 217 Ballarat Vic 3353 (by COB Thursday 3rd Oct) Cheques payable to: Ballarat Rovers Motorcycle Club OR Direct Deposits to: BSB: 083-526 - Account: 515673423 (a printout of transfer required with entry) Online entries available at https://www.trials.com.au/2019VicTitles Any competitor who pre-enters but cannot participate will have full money refunded.

	Entry	Entry on day	Qty	Cost
Sidecar (Covers both rider and passenger)	\$120	\$135		
Solo	\$120	\$135		
Solo (ride 1 day only)	\$70	\$85		
Junior	\$60	\$75		
Minder (must have comp licence)	\$40	\$55		
Family (must reside at the same address – children to be U18)	\$180	\$195		

#### All entries include \$12 MV Rider Levy

Rider A Name:	Ph:	Club:	
Address:	Postcode:	Grade:	
Rider A Signature:	Date:	Expiry Date:	
MA Licence Number	DOB (Juniors/Master	s & 40+)	
Rider B Name:	Ph:	Club:	
Address:	Postcode:	Grade:	
Rider B Signature:	Date:	Expiry Date:	
MA Licence Number	DOB (Juniors/Masters	s & 40+)	
Rider C Name:	Ph:	Club:	
Address:	Postcode:	Grade:	
Rider C Signature:	Date:	Expiry Date:	
MA Licence Number	DOB (Juniors/Masters & 40+)		
Rider D Name:	Ph:	Club:	
Address:	Postcode:	Grade:	
Rider D Signature:	Date:	Expiry Date:	
MA Licence Number	DOB (Juniors/Master	DOB (Juniors/Masters & 40+)	



#### CONTRACT TO PARTICIPATE IN THE [VICTORIAN TRIALS CHAMPIONSHIP]

#### 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.

Participant 1:	Signature 1:	Date:	
Participant 2:	Signature 2:	Date:	
Participant 3:	Signature 3:	Date:	
Participant 4:	Signature 4:	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.

	Parent / Guardian
Participant:	Signature:
	Parent / Guardian
Date:	Name:

#### **ANNEXURE 1:**

- Fèdèration Internationale de Motocyclisme; 1.
- 2. Motorcycling Australia Ltd (MA);
- 3. Motorcycling Victoria;
- 4 Ballarat Rovers Motorcycle Club;
- 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.
- Dennis Fitzpatrick (Landowner). 7.

#### **ANNEXURE 2:**

2019 Victorian Trial Championships, 5<sup>th</sup> & 6th Oct 2019.