

MANLY WARRINGAH MOTOR CYCLE CLUB INC

WILL CONDUCT

INTERCLUB MOTO TRIALS

SUNDAY 4TH JULY 2021



SUPPLEMENTARY REGULATIONS

MEETING NAME

INTERCLUB MOTO TRIALS

VENUE

PACIFIC PARK
SOUTH MAROOTA. NSW 2756

DATE

SUNDAY
4TH JULY 2021

PROMOTER

MANLY WARRINGAH MOTOR CYCLE CLUB

MA PERMIT No.

TBA

RACE SECRETARY

ANDY DRIESSEN

ADDRESS

P.O. BOX 78
MANLY. NSW. 1655

CONTACT No.

PH (02) 9948 6688
manlywmcc@optusnet.com.au

STEWARD

FRANK DRIESSEN

CLERK OF THE COURSE

FRANK DRIESSEN

1. ANNOUNCEMENT

- 1.1 The Manly Warringah Motor Cycle Club Inc., hereafter called the PROMOTER will conduct an Inter-Club Moto-Trials for solo competitors at the Pacific Park, Pacific Park Road, South Maroota NSW, on Sunday, 4th July, 2021.

2. JURISDICTION:

- 2.1. The above-mentioned meeting has been authorised by Motorcycling NSW Limited (MNSW) who has issued the Motorcycling Australia Permit Number **21/0** and is open to holders of current Motorcycling Australia National and Restricted National Competition Licences.
2.2. The meeting will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, the By-Laws of MNSW and any Final Instructions.

3. ENTRIES:

- 3.1 Entries open forthwith.
3.2 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by MNSW.
3.3 Members of Trials Riders Association are required show proof of membership.

4. MEDICAL SERVICES:

- 4.1 First Aid Officer in attendance.

5. ENTRY FEE:

- 5.1 \$35 Senior, \$25 Junior and \$8 Minder.
5.2 Payment can be made by Cheque, Direct Deposit or Credit Card.
5.3 Cheques are to be made payable to the Manly Warringah Motor Cycle Club.
5.4 Direct Deposit to Manly Warringah MCC., Commonwealth Bank, BSB # - 062197, Account # - 0029 8849, Give Surname as reference.

6. CLASSES OF COMPETITION:

- 6.1 The classes are T1, T2, T3, T4, T5 and Oset and are open to Senior and Junior riders.

7. MACHINES AND RIDERS:

- 7.1 All machines entered must comply with the current GCR's for MOTO TRIALS Competition.

8. RIDING NUMBERS:

- 8.1. All machines must have a 200 x 150mm identification plate fitted to the front. (**Headlights are not acceptable**).
8.2 First name and surname to be printed neatly on the identification plate.

9. RIDERS BRIEFING:

- 9.1 A Riders' Briefing will be held prior to the commencement of the Trial.
9.2 ALL Competitors and Minders MUST attend the Riders Briefing. Riders' Briefing Sign On sheets must be signed by the competitor and minder as proof of attendance.

10. TIMETABLE:

- 10.1 Sign On at 8:00am. Competitors must present their Competition Licence (**and Logbooks for Juniors**), Self-Scrutineering Declaration and machine to prior to 9:40am.
10.2 Riders Briefing at 9:45am. Start at 10:00am. There will be NO Lunch break. Finish to be advised on the day.

11. COMPETITION:

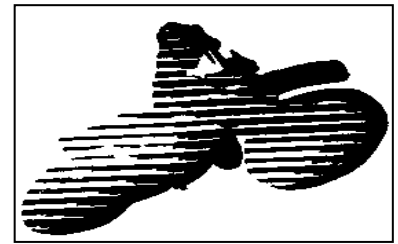
- 11.1. The number of sections and laps will be advised on the day.

12. SPECIAL NOTES AND WARNINGS:

- 12.1 There will be no lunch break, however catering will be available.
12.2 Absolutely no bikes to be ridden in the area during the event other than by Competitors and Officials.
12.3 **No animals permitted.** (Guide dogs exempted).

MANLY WARRINGAH MOTOR CYCLE CLUB INC.

INC. 9889574



INDEMNITY & ENTRY FORM

MEETING **INTER CLUB MOTO TRIALS**
VENUE **PACIFIC PARK, SOUTH MAROOTA**
DATE **4TH JULY 2021**

PERMIT No... **T.B.A.**

By signing this, I acknowledge that I have read, understand and agree with the participant declaration, pages 1-5.

RIDER'S NAME : RIDER'S SIGNATURE:

ADDRESS: POSTCODE:

PHONE: PRIVATE - MOBILE -

EMAIL:

DATE OF BIRTH:

NSW CLUB:

M.A. LICENCE NO.: LICENCE EXPIRY DATE:

PARENT OR GUARDIAN NAME: (If rider is under 18 years of age)

NAME - SIGNATURE -

CLASSES:

<input type="checkbox"/> SENIOR	or	<input type="checkbox"/> JUNIOR	OFFICE USE ONLY	
<input type="checkbox"/> T1 – Expert Grade		<input type="checkbox"/> T4 – C Grade	Entry	
<input type="checkbox"/> T2 – A Grade		<input type="checkbox"/> T5 – Clubman Grade	Day Licence	
<input type="checkbox"/> T3 – B Grade		<input type="checkbox"/> OSET – Electric Bike	Membership	
			Other	
			Total	
			Owing	
			Change	

WARNING: MOTORCYCLING RACING IS DANGEROUS

MANLY WARRINGAH MOTOR CYCLE CLUB INC.
P.O. BOX 78. MANLY. NSW. 1655

INTER CLUB MOTO TRIALS, Pacific Park, South Maroota – 4TH JULY 2021

Yes, I like to ENTER the above event and pay an Entry Fee of Senior - \$35.00, Junior - \$25.00

Direct Deposit – Manly Warringah Motor Cycle Club

Commonwealth Bank Australia, BSB No. - 06 2197, Account No. - 00298849. \$
(Give Surname as reference) (Provide proof of Payment)

Credit Card – Please charge this payment to my MASTERCARD VISA CARD \$

Card Number is ____ / ____ / ____ / ____ Expiry Date

Cardholder's Name

Address Postcode

Signature of Cardholder

SCRUTINEERING FORM			
MUST BE COMPLETED AND PRESENTED AT SIGN IN			
EVENT			
CIRCUIT			
NAME		MAKE	
CLASS:		MODEL	
COMPETITION #		VIN	
	✓	Comment	
Fuel type			
Brakes	Front		Operational, not binding
	Rear		
Wheels	Front		Spokes tensioned correctly, no movement in wheel bearings, no cracks in rim.
	Rear		
Machine Numbers	Front		Must comply with the Manual of Motorcycle Sport
	LH Side		
	RH Side		
Handlebars & levers		In good condition. Levers meet requirements listed in the Manual of Motorcycle Sport.	
Kill Switch		Working correctly	
Foot Rests		In good condition and not binding on pivot.	
Self-Closing Throttle		Operational	
Exhaust/Silencer/Noise		In good condition and meets sound emissions as listed in the Manual of Motorcycle Sport	
Nuts, Bolts and Fasteners		Tensioned correctly	
Helmet		In good condition and meets standard listed in the Manual of Motorcycle Sport	
Helmet eject		Must be fitted to helmet	
Back numbers		Must be legible	
Boots		In good condition	
Gloves & Goggles		In good condition	
Series decal requirements			
I acknowledge that the onus of presenting a safe machine that is compliant with the manual of motorcycle sport remains my sole responsibility throughout the duration of the event.			
SIGNED BY PARENT/GARDIAN:			
DATE	Printed Name:		
SIGNED BY RIDER:			
DATE	Printed Name:		
NOTE:			
1. All riders helmets must be presented at sign on for inspection (and when required have the Eject System fitted).			
2. Random scrutineering will be conducted on machines and rider safety gear across all classes throughout the event			
3. Incomplete forms will not be accepted.			
4. When required both the rider and parent or gradian must sign this form for it to be considered complete.			
5. One scrutineering sheet must be completed per machine.			



MOTORCYCLING AUSTRALIA LIMITED ("MA")
DEED OF APPOINTMENT OF TEMPORARY GUARDIAN

- 1. I/We _____ of _____ are the parent(s) or legal guardian(s) of _____ ("Minor"). The Minor wishes to enter **INTERCLUB MOTO TRIALS** ("Event") conducted by the parties in Schedule 1 below ("Organisers"). I/we consent to the Minor's entry and participation in the Event.
- 2. I/We appoint and authorise _____ ("Guardian") as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered and participates in the Event.
- 3. I/We acknowledge that motorcycle sport is dangerous and that by engaging in the sport and participating in the Event the Minor, takes and is exposed to certain risks and dangers including that:
 - (a) **the Minor may be injured, physically or mentally, and may be killed;**
 - (b) **the Minor's machinery or equipment may be damaged, lost or destroyed;**
 - (c) **other competitors may ride dangerously or with lack of skill;**
 - (d) **track or event conditions may be hazardous and may vary without warning or predicability;**
 - (e) **the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the Event are frequently obliged to make decisions under pressure of time and/or events;**
 - (f) **any policy of insurance of or in respect of the Minor's life or physical or mental health may be voided;**
 - (g) **there may be no or inadequate facilities for treatment or transport of the Minor if injured; and**
 - (h) **entrants including the Minor have an obligation to themselves and to others to compete safely and within the rules of competition.**
- 4. In consideration of the Organiser's accepting the Minor as an entrant in the Event I/We agree to indemnify the Guardian, the Organisers and each of them in the following manner:
 - (a) **that the Minor participates in the race meeting at my/our sole risk and responsibility;**
 - (b) **that the Minor accepts the venue as it stands with all or any defects hidden or exposed;**
 - (c) **that I/We indemnify and hold harmless the Organisers, their respective servants, agents or officials against any _____ actions or claims which may be made by the Minor or on his behalf or by other parties for or in respect of or arising out of the Minor's death or any injury loss or damage caused to the Minor or the Minor's machinery or _____ equipment whether caused by negligence, breach of contract or in any other manner whatsoever.**
- 5. I/We release & forever discharge the Guardian and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with this deed or from the Minor's participation in the Event.
- 6. I/We declare that the Minor is medically and physically fit and able to participate in the Event.
- 7. I/We authorise the Guardian to administer or have administered to the Minor such medical treatment as may be required to treat any injury, damage or loss that the Minor may suffer as a result of participation in the Event.
- 8. I/We authorise the Guardian to direct the Minor not to participate in the Event if participation constituted an unacceptable risk of causing the Minor harm, injury or death.

SIGNED and DELIVERED by: **Parent/Guardian Signature)**
 Parent/Guardian Signature)

in the presence of: **Witness Signature)**

Witness Name (Print))

Schedule 1: [FIM, MA, MNSW, Manly Warringah MCC, D & L Marchant.](#)

PARTICIPANT DECLARATION
CONTRACT TO PARTICIPATE IN THE INTERCLUB MOTO TRIALS

WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

1. I THE UNDERSIGNED (see below)

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

DEFINITIONS

2. In this declaration:

- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
- b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3. I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be killed;
 - ii) that my machinery or equipment may be damaged, lost or destroyed;
 - iii) that competitors may ride dangerously or with a lack of skill;
 - iv) that track or event conditions may be hazardous and may vary without warning or predictability;
 - v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
 - vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
 - vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) the Indemnitees do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

4. Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions 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;
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

INDEMNITY AND RELEASE GIVEN TO ORGANISERS

5. IN CONSIDERATION of the acceptance of me as a participant in the Meeting:
- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
 - i) that I participate in the meeting at my sole risk and responsibility;
 - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;

- iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

MEDICAL

8. I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
9. I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

PRIVACY

10. I hereby consent to the collection of my personal information by the Manly Warringah Motor Cycle Club, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by Manly Warringah Motor Cycle Club, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by Manly Warringah Motor Cycle Club by contacting Manly Warringah Motor Cycle Club at PO Box 78, Manly NSW 1655 or MNSW at PO BOX 9172 Harris Park NSW 2150. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

PERSONAL HEALTH INFORMATION

11. I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

- a) I ACKNOWLEDGE that:
 - i) If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
 - ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
 - iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.

- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

POLICIES AND REGULATIONS

12. I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
13. All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

EXECUTION

14. I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

NAME (PRINT):

X

SIGNATURE:

X

DATE:

THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

15. I/WE X being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it;
- b) I/we consent to the entrant participating in the Event; AND
- c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above;
- d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

PARENT/GUARDIAN:

X

SIGNATURE:

X DATE:

SCHEDULE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW Limited
- 4) Manly Warringah Motor Cycle Club
- 5) D & G Marchant
- 6) First Aid Provider(s)
- 7) 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 Event
- 8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:
8.00am Sunday, 4th July, 2021

SCHEDULE 3:
'Pacific Park'
Fisemans Ferry Road
South Maroota. NSW 2756