





## 2023 Victorian Road Racing Championships

### SUPPLEMENTARY REGULATIONS

EVENT: 2023 Victorian Road Racing Championships

DATE: Rnd 1- 3 & 4 June

VENUE: Broadford SMSC, Vic

TRACK LICENCE NUMBER: 220626

MA PERMIT NUMBER: RR/23/O/04329

EVENT CONTACT Lisa Russell

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1300 20 48 45

EVENT KEY OFFICIALS Steward John Painter

Clerk of Course Tony Bolin

Race Secretary Brendan Ferrari

Scrutineer Eric Saunders

#### 1. ANNOUNCEMENT

The Preston Motorcycle Club hereafter called the Promoter will conduct the 2023 Victorian Road Racing Championships for Road Racing on.

Rnd 1 - 3 & 4 June, Broadford SMSC.

Rnd 2 - (MSA permitted event/Cafnix promoter) The Bend SA.

Rnd 3. 15, 16 & 17 September, Phillip Island GP Circuit and

Rnd 4. 11 & 12 November, Broadford SMSC.

#### 2. JURISDICTION

- 2.1. The abovementioned Event has been authorised by Motorcycling Victoria which has issued the Motorcycling Australia Permit Number (TBC in final instructions and V2 of this document) and is open to holders of current Motorcycling Australia Senior National and Junior National Licences.
- 2.2. The meeting will be held in accordance with the current General Competition Rules (GCRs), these Supplementary Regulations, MA policies, and any final instructions approved by Motorcycling Victoria. By entering this meeting all parties agree to comply with such rules, regulations, by-laws and instructions.

#### 3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	John Painter	Level 4 RR		
Clerk of Course	Tony Bolin	Level 4 RR	187420	
Race Secretary	Brendan Ferrari	Level 4 RR	135061	
Chief Scrutineer	Eric Saunders	Level 4 RR	136607	

#### 4. ENTRIES

- 4.1. Entries will be open approximately 6 weeks prior to each round. Late entries will be accepted with a \$50 late entry fee included (round 1 will not have a have entry fee due to late release).
- 4.2. Only entries received on the official RiderNet platform and accompanied by the correct fee will be accepted.
- 4.3. In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, subject to the prior express approval of Motorcycling Victoria.
- 4.4. Entry fees will only be refunded if a rider informs The Preston Motorcycle Club in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

#### 5. ENTRY FEES

	Broadford (Rnd 1&4)	Tailem Bend (Rnd 2)	Phillip Island (Rnd 3)	Series entry (excl Tailem Bend)
Senior solo	\$340.00	TBC (See SA supp regs)	\$450.00	\$1150.00
Junior solo	\$200.00	TBC (See SA supp regs)	\$250.00	\$600.00
Sidecar	\$360.00	TBC (See SA supp regs)	\$480.00	\$900.00
Supermoto only	\$180.00	N/A	N/A	\$360
Cross entry	\$50.00	TBC (See SA supp regs)	\$50.00	N/A
Late entry	\$50.00	TBC (See SA supp regs)	\$50.00	N/A

- 5.1. Payment by credit/debit card only. Cash payments can only be made with a prior agreement with the Promoter. Entries will not be confirmed until payment is made.
- 5.2. Cheques and Money Orders will not be accepted.
- 5.3. The rider will be required to pay \$15 for timing services and the transponder for each machine each round.
- 5.4. Members of the promoter club (Preston MCC) will receive a 10% discount off their entry for all rounds held in Victoria. This will be applied in round 4 with discounted entry.
- 5.5. Series entries must be made by contacting the Preston MCC <a href="mailto:contact@prestonmcc@gmail.com">contact@prestonmcc@gmail.com</a>. These must be done offline with details added by the promoter for each round and paid in full prior to round 1.
- 5.6. If a series entry is completed, there are no refunds available for rounds missed by a competitor.
- 5.7. A transponder and garage space are included in the 2023 series entry for all Victorian rounds. To arrange further spaces and transponders, contact Preston MCC.
- 5.8. Round 2 will be hosted by the SA Phoenix Motorcycle Club. Entries and supplementary regulations for this event will be posted when confirmed. The Supplementary Regulations will be updated and final instructions issued.

#### **6. ENTRY PASSES**

Not required. Free spectator entry.

#### 7. INSURANCE

- 7.1. Those who hold an MA licence current for the duration of the Event, and officials, who are signed on for the Event are covered by MA's National Personal Accident Scheme which provides basic cover for rehabilitation expenses and death and permanent disability benefits. For more information see <a href="Insurance Motorcycling">Insurance Motorcycling</a> Australia (ma.org.au)
- 7.2. Ambulance Insurance is compulsory for licensees.
- \*\*\*It is strongly recommended that competitors consider taking out weekly benefits insurance.

#### 8. MEDICAL SERVICES

Event Medical Team will attend all events from 08.00 until racing concludes for the day.

#### 9. SCRUTINEERING

- 9.1. Scrutineering will begin at 07:15 am
- 9.2. Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. They will be issued a scrutineer sticker.
- 9.3. Current competition licences and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.
- 9.4. In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.
- 9.5. Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will take place at the circuit before the machine is released by the Scrutineer. A

member of the rider's team must be always available to carry out the strip-down under the control of the Scrutineer. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.

#### 10. CLASSES OF COMPETITION

#### 11.1 CHAMPIONSHIP CLASSES

#### A. Superbike

1000cc four-cylinder 4-stroke and 1300cc two-cylinder 4-stroke (Including Aprilia RSV 1100 refer to Appendix E and section 4.25 ASBK Sporting Regulations 2023 for technical regulations. <a href="https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations">https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations</a> 2023 V11.pdf

#### B. Supersport

See section 4.25 ASBK Sporting Regulations 2023 for technical regulations <a href="https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations">https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations</a> 2023 V11.pdf

#### C. Supersport 300

See section 4.27 and Appendix A ASBK Sporting Regulations 2023 for technical regulations for this class <a href="https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations">https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations</a> 2023 V11.pdf )

Eligible Supersport 300 models: Kawasaki Ninja 300, Kawasaki Ninja 400), Honda CBR 250, Honda CBR 300, Yamaha YZF- R3, KTM RC390, Benelli 302

#### D. Sidecars

- (a) Class 1 Modern F1
- (b) Class 2 Modern F2
- (c) Class 3 Per modern (1973 To 2000)

#### E. Supermoto Open

For up to 500cc 2 stroke and up to 700cc 4 stroke that comply with the 2021 GCR. The dirt/road circuit will be used if conditions permit. Should conditions not permit, the short RR circuit will be used for the scheduled races.

Open class. No grading used.

Knobby tyres are not permitted. The racing track will be part bitumen and part dirt. If conditions become unsuitable, the track will be short road circuit.

The Supermoto Championship will be across Rounds 1 and 4 at Broadford SMSC.

#### F. Juniors (70cc, 85cc, 150 production)

to Under 16 Junior 70cc, 85cc, 150cc (endorsement applies)

#### 11.2 SUPPORT CLASSES

The support class championship will be held over the three Victorian rounds. Support class competitors wishing to compete in the Tailem Bend round must be eligible for the support classes in the round supplementary regulations.

#### I. FORMULA SPORT

Includes the following classes. Thunderbike (2 cylinder 4 stroke over 700cc and triple-cylinder bikes) Pre-Modern 1000cc & 600cc, Period 6 & 7 Unlimited and BEARS F1 & F2

- A. **Period 6** must be a model manufactured and sold between 1983 & 1990 inclusively. Period 6 Unlimited logbook required.
- B. Period 7 must be a model manufactured and sold between 1991 & 2000 inclusively.
- C. Pre-Modern must be a model manufactured and sold prior to 31st December 2013.
- D. All competitors must be 16 years of age or over.
- E. All other rules as per 2023 GCR.
- F. BEARS F1 & F2 will run with Formula 1 in state rounds.

#### ii. LIMITED SPORT

Includes the following classes. Formula 400, SuperTwin (Eligible SuperTwins models: Yamaha YZF-R7, Aprilia RS660, Suzuki SV650, Kawasaki Ninja 650), Twin Sprint (2 cylinders 4 strokes under 700cc.) Supermono (no GP engines), 250 Road bike, Moto 3/125GP, BEARS F3, F4 & F5 will run as a separate race.

#### 250 Road Bikes

- . must be of a production bike, of which the make and model lawfully sold in Australia or as a Japanese import.
- . Be as constructed by the manufacturer to conform to Australian Design Rules for normal road use.
- . Can be a Two or Four stroke, up to 4-cylinder engine, with a capacity of no more than 260cc.

#### iii. BEARS CLASSES

#### **FORMULA 1**

Lower Power to weight ratio = 0.96, Upper power-to-weight ratio = Unlimited, Open to all grades of rider **BEARS FORMULA 2** 

Lower Power to weight ratio = 0.725, Upper power-to-weight ratio = 0.959, Open to all grades of rider **BEARS FORMULA 3** 

Lower Power to weight ratio = 0.52, Upper power-to-weight ratio = 0.724, Open to all grades of rider BEARS FORMULA 4 – HERITAGE (Incorporating Roaring Sporties) – No Tyre/Wheel Restrictions

Motor Design – Pre-1985, including head and crankcases; Motor Manufacture can be after 1985; Frame - tubular steel; Front Forks - Free; Wheels - Free; e.g. BULTACO; BMW Boxer R60 - R100 (4 valve heads may be fitted), R NINE-T, BMW 1100-1150 Boxer; BUELL 2 valve up to 1200cc, pre-2003 Cyclone, Thunderbolt, Battletwin; DUCATI all Bevel drives, Pantah, TT2, 750F1, Sport Classic range (2-valve); HARLEY DAVIDSON 750 Street Rod, 883-1200, Roaring Sporties, V-Rod; LAVERDA SFC 750, Jota, RGS; MOTO GUZZI (all models excluding MGS01); NORTON 961; Royal Enfield Interceptor and Continental 650; SINGLE CYLINDER - BSA, Norton, Velocette etc; TRIUMPH Bonneville, Trident, Thruxton (900cc and 1200cc range); VEE TWO Alchemy, BEARS FORMULA 5

Lower Power to weight ratio = 0.1, Upper power-to-weight ratio = 0.519, Open to all grades of rider.

#### 11. ENTRIES TO CONSTITUTE A CLASS

- 11.1. To constitute a class for the purpose of gaining Championship status, the number of competitors entering and competing in each class shall be a minimum of 10. Support classes must include 15 entrants across sub-classes.
- 11.2. Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money, will be at the discretion of the Promoter, subject to the prior express approval of the RCB.

#### **12. STARTS AND FINISHES**

13. See Manual of Motorsport 6.12 – Starts & Finishes. 2023 MA Manual of Motorcycle Sport

#### 14. FLAGS AND SIGNALS

The national flag dropped or raised	Start of the race
The red flag waved	Race or Practice stopped prematurely. Competitors must slow down, must not overtake, and must slowly proceed to the parc fermé, pits, or other areas indicated to them by officials. The red flag will also be used to signal the end of a demonstration
Black flag held stationary and a black board with the rider's number	The competitor with the number indicated on black board must stop at the pits and speak to the scrutineer or official on the next lap
Yellow flag held stationary	Danger, ride slowly, overtaking is forbidden
Yellow flag waved	Immediate danger, slow down, prepare to stop, overtaking forbidden
Yellow flag with red stripes held stationary	Deterioration of adhesion of the track.

White flag waved	Slow-moving intervention vehicle on track.
Blue flag held stationary	Overtaking signal warning that the rider is soon to be overtaken.
Blue flag waved	Overtaking signal warning that the rider is about to be overtaken.
Green waved	Course clear
Last lap board	The last lap of the race is about to commence.
Purple flag	Protest flag for all junior competitors
The black and white chequered	Finish of Race, Practice session or qualifying.
waved	
Flag signals may be supplemented b	y light signals as follows:
One or two flashing yellow lights	Yellow flag waved - Immediate danger, slow down, prepare to stop, overtaking
	forbidden
Green light	Green flag waved - Course clear
Red light	Red flag waved.
	Race or practice stopped prematurely. Competitors must slow down, must not overtake
	and must slowly proceed to the parc fermé, pits, or other area indicated to them by
	officials

#### **RACE FORMAT**

Qualifying will take place on the first morning of each round and will be conducted as per the event schedule. The program of events and the length of races are subject to change if weather conditions or delays make it necessary.

#### **15. EVENT SCHEDULE**

See Appendix 1 – event schedule for each round of the championship.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 07:15 am with the completion of the meeting for the participant being when the participant has vacated the venue.

#### **16. AWARDS AND PRIZEMONEY**

- 16.1. Trophies will be awarded for the first 3 place getters in each class at every round (including B and C grades for Superbike and Supersport 600 Victorian graded riders).
- 16.2. Trophies and prize money will be presented to the first 3 place getters in the Harvey Wiltshire and Hughie Hoare feature races at the conclusion of the Phillip Island weekend.
- 16.3. At the conclusion of the series, trophies will be awarded to the first 3 placegetters in the series for the Victorian Championships and support races.
- 16.4. If less than 6 competitors compete in a class, trophies will only be awarded at PMCC's and MV's discretion.
- 16.5. Trophies may be awarded to support classes at the discretion of the promoter.

#### I. Pirelli Tyre Prizes

To be eligible for the random draw prizes, competitors must run Pirelli tyres and have Pirelli stickers on their motorcycle forks, and a Motul sticker near the front number plate.

#### II. The Grinning Dingo Pole Prizes

The Grinning Dingo Super Pole is a cash prize of \$100 to be awarded to the pole position of Superbike A & B Grade at all 4 rounds.

#### III. SpeedAngle / MotoTrack

MotoTrack Accessories 1X SpeedAngle lap timer for each round to the value of \$525. The Unlimited Feature Race Winner (B Grade Superbike at Round 3) will receive the Speed Angle Lap timer generously donated by MotoTrack Accessories.

#### IV. Champion's Ride Days Vouchers

Champions Ride Day will provide 3X vouchers for each round to the value of \$180. These vouchers will be presented to:

- 1 Superbike C Grade Pole Position
- 2 B Grade Superbike winner each round
- 3 Best Presented

#### V. Ricondi Supersport 600

Ricondi is sponsoring the Supersport 600 class. Each round pole position in Supersport 600 will receive a pair of Ricondi EVO Gloves for RRP\$150. The overall 2021 Supersport 600 champion will receive a \$300 voucher to discount a Ricondi race suit.

#### **17. PAYG**

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 46.5% of prizemoney over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

#### **18. PRESENTATIONS**

Presentations will be conducted approximately 40 minutes after racing has concluded for the round. Competitors will be advised of the location at the compulsory rider briefing.

#### 19. MACHINES AND RIDERS

- 19.1. All machines entered must comply with the current GCRs for Road Race competition.
- 19.2. Multiple entry of one machine in the same class of competition is not permitted.
- 19.3. Victorian riders will receive grades via the Victorian RR Committee grading process. 2023 grades have been allocated and riders notified.
- 19.4. All competitors from outside of Victoria will be issued an 'A' grade. If this poses a concern, please speak to the promoter prior.

#### **20. RIDING NUMBERS**

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Promoter's discretion.

All number plates on all machines should comply with the GCRs and must not contain any decals or advertising.

#### 21. GRID POSITIONS

- 21.1. Refer to Manual of Motorcycle Sport 6.12.7
- 21.2 The starting grid format for solo Machines will be as follows:
  - a) The fastest qualifying Machine will occupy pole position which will be in the front row on the opposite side of the track from the direction of the first corner,
  - b) The remaining Machines will be arranged on the grid in descending order of qualifying times,
  - c) All Machines must start within their nominated grid position parallel to the track direction.

Grid positions for each event will be determined from merged qualifying times and will be based on the fastest times recorded. Where there is a failure with the timing system, gridding will be at the discretion of senior officials. The grid pattern will be 3 per row.

21.3 All Formula Sport, Limited Sport and BEARS races will be progressive grids.

#### 22. RIDERS' BRIEFING

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions. Rider briefing occurs at approximately 08:30 am.

#### 23. CIRCUIT DESCRIPTION

See circuit details for Broadford SMSC.

https://www.broadfordmotorcyclecomplex.com.au/

#### 24. TRACK INSPECTION

All competitors will be given the opportunity to walk and inspect the track prior to any on-track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

#### 24.1. Track Dissatisfaction

Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course. If those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

#### 25. FACILITIES

More information is available at the www.broadfordmotorcyclecomplex.com.au/ website.

State Motorcycle Complex, Broadford. Circuit length: approx. 2.14 km. Direction of travel: clock-wise

#### 26. NOISE

- 26.1 For all circuits the noise limit is set at 95db. This is based on Council requirements.
- 26.2 Machines may be excluded from any results until noise levels are reduced to meet the requirements.
- A second infringement will result in immediate black-flagging and exclusion from the meeting. Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to 9.10. 2023 Manual of Motorcycle Sport for details.

#### **27. TYRES**

No restrictions. Be guided by Section 16. Awards and prize money for rules regarding tyre prizes. See MoMs 6.17.11 Wheels and Tyres for general information. MA Manual of Motorcycle Sport

#### 28. ANTI-DOPING POLICY

- 28.1. 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 MA website for details.
- 28.2. If any doubts exist over banned substances, it is recommended competitors contact the Drugs in Sport Hotline, ph. 1800 020 506. When drug testing takes place, the payment of prize money may be delayed at Motorcycling Victoria's discretion until the results of the tests are known.

#### 29. DRUG AND ALCOHOL TESTING

All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to the MA website for details on the Safety Policy – Drug and Alcohol testing.

#### **30. CODES OF BEHAVIOUR**

All competitors, officials and parents are reminded of MA's zero tolerance of poor behavior, either on or off track. The codification of the behaviors expected of MA members and all who attend or participate in motorcycling is contained within MA's policies, including its Member Welfare Policy and its Social Media Policy, which can be found at Policies - Motorcycling Australia (ma.org.au).

#### **31. FIRE EXTINGUISHERS**

All riders should have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area.



contactprestonmcc@gmail.com

Entries Close:

Send to:

#### Victorian Road Racing Championships 2023



Office Use Only:

Allocated Rider No:

#### **ENTRY FORM**

RIDER DETAILS: (Please Print Clearly) PASSENGER DETAILS (SIDECAR ONLY) Passenger's First Passenger's Name: Surname: Address: City / Town: Date of Birth: Passenger's MA Lic No & Expiry.: Next of Kin: Next of Kin Contact: Rider's First Name: Rider's Surname: Address: City / Town: State: Postcode: Telephone: Mobile: Date of Birth: Email: Next of Kin Contact: Next of Kin: 2" Preferred Preferred No. Plate No. Plate Expiry Date: Rider's MA Lic No .: Grade: QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you. ☐ I am a professional rider and my ABN is:\_ ☐ Motorcycle sport is my hobby, which is the reason I am not quoting an ABN MUST BE COMPLETED BY ALL COMPETITORS/ENTRANTS I/we are completely aware of the mechanical and electrical specifications of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCRs of MA and these Supplementary Regulations. Rider's Name Entrant's Name: Date: **RIDER MACHINE DETAILS** 1st Bike - Make/Model & Capacity: 2<sup>nd</sup> Bike - Make/Model & Capacity: 3<sup>rd</sup> Bike - Make/Model & Capacity: 4th Bike - Make/Model & Capacity: Machine details and capacity Classes Rider Age **Entry Fee Total Entry Fee ENTRY FEES: PAYMENT** (Cheque, credit card or money order) Make Payment to [Promoter to insert payment details] ABN: [Promoter Insert ABN] ■ MasterCard ☐ Visa □ Bankcard Card Type Total Amount: \$ Signature: Credit Card:\_ Name on card:

Expiry	Date:	/	

Office Use Only

Date Received:	Money Received:	[Promoter insert info as required]	[Promoter insert info as required]



#### CONTRACT TO PARTICIPATE IN THE 2023 VICTORIAN ROAD RACING CHAMPIONSHIPS

#### 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 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

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.

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

#### **ANNEXURE 1:**

- 1. Fèdèration Internationale de Motocyclisme;
- 2. Motorcycling Australia Ltd (MA);
- 3. Motorcycling Victoria



- 4. 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
- 5. Each of the respective officers

# Appendix 1 VRRC Proposed Schedule – Broadford – Saturday

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Venue Gates Ope	en	7:00am
Sign On and Scrutineering From		7:15am
Rider Briefing		8:30am
Track Opens		9:05am
Qualifying 1	Supersport 300	10 Minutes
Qualifying 2	Supersport 600 & SuperTwin	10 Minutes
Qualifying 3	Sidecars	10 Minutes
Qualifying 4	Limited Sport & Bears F3, F4 & F5	15 Minutes
Qualifying 5	Roaring Sporties	15 Minutes
Qualifying 6	Formula Sport & Bears F1 & F2	15 Minutes
Qualifying 7	Juniors	10 Minutes
Qualifying 8	Superbike	10 Minutes
Qualifying 9	Supersport 300	10 Minutes
Qualifying 10	Sidecars	10 Minutes
Qualifying 11	Supersport 600 & SuperTwin	10 Minutes
Qualifying 12	Juniors	10 Minutes
Qualifying 13	Superbike	10 Minutes
Qualifying 14	Supermoto qualifying	10 minutes
Lunch Break	4	12:40 ~ 1:20pm
Race 1	Supersport 300	12 Laps
Race 2	Limited Sport & Bears F3, F4 & F5	7 Laps
Race 3	Roaring Sporties	7 Laps
Race 4	Supersport 600 & SuperTwin	12 Laps
Race 5	Formula Sport & Bears F1 & F2	7 Laps
Race 6	Sidecars	8 Laps
Race 7	Juniors	10 Laps
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Race 8	Superbike	12 Laps
Race 9	Limited Sport & Bears F3, F4 & F5	7 Laps
Race 10	Sidecars	8 Laps
Race 11	Formula Sport & Bears F1 & F2	7 Laps
Race 12	Juniors	10 Laps
Race 13	Roaring Sporties	7 Laps
Race 14	Supermoto	7 laps



# Appendix 1 VRRC Round 3 Proposed Schedule for Broadford Sunday

Venue Gates C	)pen	7:00am
Sign On and Scrutineering From		7:15am
Rider Briefing (	If Required)	8:30am
Track Opens		9:00am
Warm Up 1	Limited Sport & Bears F3, F4 & F5	5 Minutes
Warm Up 2	Formula Sport & Bears F1 & F2	5 Minutes
Warm Up 3	Sidecars	5 Minutes
Warm Up 4	Supersport 600 & SuperTwin	5 Minutes
Warm Up 5	Juniors	5 Minutes
Warm Up 6	Supersport 300	5 Minutes
Warm Up 7	Superbike	5 Minutes
Warm Up 8	Roaring Sporties	5 Minutes
Race 15	Formula Sport & Bears F1 & F2	7 Laps
Race 16	Sidecars	12 Laps
Race 17	Limited Sport & Bears F3, F4 & F5	7 Laps
Race 18	Juniors	10 Laps
Race 19	Roaring Sporties	7 Laps
Race 20	Supersport 300	12 Laps
Race 21	Supersport 600 & SuperTwin	12 Laps
Qualifying 15	Supermoto qualifying	10 minutes
Lunch Break		12:30 – 1:10 pm
Race 22	Superbike	12 Laps
Race 23	Formula Sport & Bears F1 & F2	7 Laps
Race 24	Supersport 300	12 Laps
Race 25	Supersport 600 & SuperTwin	12 Laps
Race 26	Limited Sport & Bears F3, F4 & F5	7 Laps
Race 27	Roaring Sporties	7 Laps
Race 28	Supermoto	7 laps
Presentations Commencing 30 Minutes on completion of events. Approx		



5pm