



2023 Pirelli Motul Victorian Road Racing Championships

SUPPLEMENTARY REGULATIONS

EVENT: 2023 Victorian Road Racing Championships

DATE: Round 4. 11th & 12th November

VENUE: Broadford State Motorcycle Sports Complex
RR Circuit

TRACK LICENCE NUMBER 220626

MA PERMIT NUMBER:
EVENT CONTACT

Lauren Weaver
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EVENT KEY OFFICIALS

Steward John Painter

Clerk of Course Heinz Schluter

Race Secretary Brendan Ferrari

Scrutineer John Clancy

1. ANNOUNCEMENT

The Preston Motorcycle Club hereafter called the Promoter will conduct Round 4 of the 2023 Victorian Road Racing Championships for Road Racing on 11 & 12 November, at the Broadford SMSC Road race circuit.

2. JURISDICTION

- 2.1. The abovementioned Event has been authorised by Motorcycling Victoria which has issued the Motorcycling Australia Permit Number (as displayed above) 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	171261
Clerk of Course	Heinz Schluter	Level 3 RR	137456
Race Secretary	Brendan Ferrari	Level 4 RR	135061
Chief Scrutineer	John Clancy	Level 4 RR	160926

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

ENTRY TYPE	Cost
Senior solo	\$340.00
Junior solo	\$200.00
Supermoto only	\$180.00
Cross entry	\$50.00
Late entry fee	\$50.00

- 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. Series entries must be made by contacting the Preston MCC contact@prestonmcc@gmail.com. These must be done offline with details added by the promoter for each round and paid in full prior to round 1.

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 [Insurance - Motorcycling Australia \(ma.org.au\)](http://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 licenses and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines that 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

10.1 CHAMPIONSHIP CLASSES

Any rider who competes in 3 or more rounds of the Victorian Road Racing Championships is eligible for points for that Championship. An updated version of points will be available prior to the round, with points from riders who did not compete in three rounds removed from the Victorian series.

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. https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations_2023_V11.pdf

B. Supersport

See section 4.25 ASBK Sporting Regulations 2023 for technical regulations https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations_2023_V11.pdf

C. Supersport 300

See section 4.27 and Appendix A ASBK Sporting Regulations 2023 for technical regulations for this class https://www.asbk.com.au/wp-content/uploads/2023/04/ASBK-Sporting-Regulations_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. 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.

E. Juniors (70cc, 85cc, 150 production)

Junior classes: 70cc, 85cc, 150cc

See section 6 of the GCR's for age and endorsement requirements for junior classes.

11.2 SUPPORT CLASSES

The support class championship will be held over the four Victorian rounds. This is an amendment to the original V1 & V2. Support classpoints will be revised prior to the round to capture those who completed at round 3.

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. 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 2012.
- D. All competitors must be 16 years of age or over.
- E. All other rules as per 2023 GCR.

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,

250 Road Bikes

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

iii. OZBEARS CLASSES (Open to all grades of rider)

FORMULA 1

Lower Power to weight ratio = 0.96, Upper power-to-weight ratio = Unlimited

BEARS FORMULA 2

Lower Power to weight ratio = 0.725, Upper power-to-weight ratio = 0.959.

BEARS FORMULA 3

Lower Power to weight ratio = 0.52, Upper power-to-weight ratio = 0.724

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.

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 waved	Finish of Race, Practice session or qualifying.
Flag signals may be supplemented by 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

15. 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.

16. 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.

17. AWARDS AND PRIZEMONEY

- 17.1. 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).
- 17.2. At the conclusion of the series, trophies will be awarded to the first 3 placegetters in the series for the Victorian Championships and support series.
- 17.3. If less than 6 competitors compete in a class, trophies will only be awarded at PMCC's and MV's discretion.
- 17.4. Trophies may be awarded to support classes at the discretion of the promoter.

SPONSOR	Prize	Allocated to	Conditions
Race and Road	Ricondi Suit	Random draw	All Vic series competitors
Mototrack Accessories	Speed Angle Lap Timer	Superbike Pole Position	
Pirelli	Rear tyre voucher	Random Draw (presentation)	Must attend presentation
Pirelli	Front tyre voucher	Random Draw (presentation)	Must attend presentation
Pirelli	Pair tyres	Supersport 600 1st	Must be running Pirelli's
Pirelli	Rear tyre	Supersport 600 2nd	Must be running Pirelli's
Pirelli	Front tyre	Supersport 600 3rd	Must be running Pirelli's
Pirelli	Pair tyres	Superbike 1st	Must be running Pirelli's
Pirelli	Rear tyre	Superbike 2nd	Must be running Pirelli's
Pirelli	Front tyre	Superbike 3rd	Must be running Pirelli's
Motul	Product	Rider briefing	
DNA Filters	Filter voucher	Random draw	
DNA Filters	Filter voucher	Random draw	
DNA Filters	Filter voucher	Random draw	
Champions Ride Days	Ride day voucher	1 - Superbike C Grade Pole Position	
Champions Ride Days	Ride day voucher	2 – B Grade Superbike winner	
Champions Ride Days	Ride day voucher	3 – Best Presented	
Fusports	Voucher Boots	Supersport 300 1st	
Lextech Barkbusters	Voucher	Juniors overall 1st place	

18. 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.

19. 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.

20. MACHINES AND RIDERS

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

21. 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.

22. GRID POSITIONS

22.1. 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 OZBEARS races will be progressive grids.

23. 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.

24. CIRCUIT DESCRIPTION

State Motorcycle Complex, Broadford. Circuit length: approx. 2.14 km. Direction of travel: clock-wise
See circuit details for Broadford SMSC. <https://www.broadfordmotorcyclecomplex.com.au/>

25. 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.

25.1. 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.

26. FACILITIES

More information is available at the www.broadfordmotorcyclecomplex.com.au/ website.
Camping and canteen services are available during the event.

27. 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.
- 26.3 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.

28. 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](#)

29. ANTI-DOPING POLICY

- 29.1. 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.
- 29.2. 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.

30. 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.

31. 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 \(ma.org.au\)](https://www.ma.org.au/policies).

32. FIRE EXTINGUISHERS

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



CONTRACT TO PARTICIPATE IN ROUND 4. PIRELLI MOTUL VICTORIN 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; andotherwise 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

Participant: _____

Signature: _____

Date: _____

Parent / guardian declaration

In my capacity as the parent/guardian of the Participant I make the above agreements, acknowledgements, releases, warranties, consents and authorisations on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

Participant: _____

Parent / Guardian

Signature: _____

Date: _____

Parent / Guardian

Name: _____

ANNEXURE 1:

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling Victoria;
4. The Preston Motorcycle Club Inc;
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

Appendix 1 VRRRC Proposed Schedule – Broadford ROUND 4

Event No	Program	Session	Laps/mins
SATURDAY – 11th November			
		Track Open	9:05 AM
		Sign in	7:15 AM
		Scrutineering	7:15 AM
		Riders and Crew Briefing	8:30 AM
1	Qyalifying 1	Supersport 300	10 mins
2	Qualifying 1	Supersport	10 mins
3	Qualifying 1	Juniors (70cc, 85cc & 150cc)	10 mins
4	Qualifying 1	Superbike	10 mins
5	Qualifying 1	Limited Sport	15 mins
6	Qualifying 1	Roaring Sporties	15 mins
7	Qualifying 1	Formula Sport	15 mins
8	Qualifying 2	Supersport	10 mins
9	Qualifying 1	OZBEARS F3,4,5	15 mins
10	Qualifying 2	Supersport 300	10 mins
11	Qualifying 1	OZBEARS F1 & 2	15 mins
12	Qualifying 2	Superbike	10 mins
13	Qualifying 2	Juniors (70cc, 85cc & 150cc)	10 mins
Break			
14	Race 1	Roaring Sporties	7 Laps
15	Race 2	Formula Sport	7 Laps
16	Race 3	Limited Sport	7 Laps
17	Race 4	OZBEARS F1 & 2	7 Laps
18	Race 5	Supersport 300	12 Laps
19	Race 6	Supersport	12 Laps
20	Race 7	Limited Sport	7 Laps
21	Race 8	Formula Sport	7 Laps
22	Race 9	OZBEARS F3,4,5	7 Laps
23	Race 10	Juniors (70cc, 85cc & 150cc)	7 Laps
24	Race 11	Superbike	12 Laps
25	Race 12	Roaring Sporties	7 Laps
26	Race 13	OZBEARS F1 & 2	7 Laps
27	Race 14	OZBEARS F3,4,5	7 Laps
28	Qualifying 1	Supermoto	10 mins
29	Race 15	Supermoto	7 Laps

Event No	Program	Session	Laps/mins
SUNDAY – 12th November			
		Track opens	9:05 AM
30	Warm up 1	Juniors (70cc, 85cc & 150cc)	10 mins
31	Warm up 2	OZBEARS F1 & 2	10 mins
32	Warm up 3	Supersport 300	10 mins
33	Warm up 4	Supersport	10 mins
34	Warm up 5	OZBEARS F3,4,5	10 mins
35	Warm up 6	Superbike	10 mins
36	Warm up 7	Roaring Sporties	10 mins
37	Warm up 8	Limited Sport	10 mins
38	Warm up 9	Formula Sport	10 mins
39	Race 16	Juniors (70cc, 85cc & 150cc)	7 Laps
40	Race 17	OZBEARS F1 & 2	7 Laps
41	Race 18	Supersport 300	12 Laps
42	Race 19	Supersport	12 Laps
43	Race 20	OZBEARS F3,4,5	7 Laps
44	Race 21	Superbike	12 Laps
45	Race 22	Roaring Sporties	7 Laps
46	Race 23	Limited Sport	7 Laps
47	Race 24	Formula Sport	7 Laps
Lunch Break			
48	Race 25	OZBEARS F1 & 2	7 Laps
49	Race 26	Supersport 300	12 Laps
50	Race 27	OZBEARS F3,4,5	7 Laps
51	Race 28	Supersport	12 Laps
52	Race 29	Superbike	12 Laps
53	Race 30	Juniors (70cc, 85cc & 150cc)	7 Laps
54	Race 31	Formula Sport	7 Laps
55	Race 32	Roaring Sporties	7 Laps
56	Race 33	Limited Sport	7 Laps
57	Qualifying 2	Supermoto	10 mins
58	Race 34	Supermoto	7 Laps
PRESENTATIONS COMMENCE 30 MINS AFTER THE FINAL EVENT OF THE DAY			