



SUPPLEMENTARY REGULATIONS

<<Insert club logo>>

Classic Scramble Club Inc Race Series Round 4

MEETING NAME

Club race series round 4

VENUE

Private Property, 400 Konagaderra Rd, Clarkefield.
3430

DATE

25/08/2019

PROMOTER

Classic Scramble Club Inc

TRACK LICENCE NUMBER

N/A

PERMIT NUMBER

TBA

RACE SECRETARY

Garry Singleton

ADDRESS

16 Sundial Blvd, Tarneit. 3029

CONTACT NUMBER/S

04147317213

STEWARD

Frank Derose

CLERK OF COURSE

Garry Singleton

1. ANNOUNCEMENT

The **Classic Scramble Club Inc**, hereinafter called the PROMOTER, will conduct the **Club Race Series Round 4** at **Private Property, 400 Konagaderra Rd, Clarkefield. Vic. 3430.** on **25/08/2019**

2. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCR's) of Motorcycling Australia (MA), the by-laws of MV, these Supplementary Regulations and any final instructions issued by the stewards of the meeting.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. ENTRIES

Entries will be accepted forthwith from current MA Senior National (SNA) and MA Junior National (JNA) competition licence holders. Current competition licence and current club membership card must be produced at sign in. **NO EXCEPTIONS.**

Senior Competition - \$70

Senior Recreation - \$35

Entries for this event must be sent to:

Entry on the day

Only entries received on the official Entry Form will be accepted. Entries must be accompanied by a cheque or money order made payable to **Classic Scramble Club Inc**. No cash by post. Incorrectly filled out Entry Form may result in entry not being accepted.

NOTE: Entries close on **Entry on day of Event**. Late entries **WILL NOT** be accepted.

4. ADMISSION FEES

No Admission Fees, entry by Gold coin Donation . Do not include with Entry Fee. Admission fees to be paid on the day.

5. MEDICAL SERVICES

The **St Johns event services** will be in attendance from the entirety of the event.

6. SIGN IN

Sign in for the abovementioned event will take place from **7.30am and 9.00am on 25/08/2019.**

7. RIDERS BRIEFING

Attendance at the Riders Briefing is compulsory. The Riders Briefing will take place at **9.40am to 9.50am on 25/08/2019**

8. TEMPORARY GUARDIAN

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

9. MINIMUM ENTRIES

Three solo entries to constitute a class. Grades may be combined with higher or lower grade if insufficient entries are received to constitute a class. The club reserves the right to cancel / combine classes at its discretion.

10. CORNER DUTY

Flag Marshals will be provided by promoter

11. GRID POSITIONS

First in, first served basis.

12. PIT BOARDS

No pitboards allowed.

13. MACHINE EXAMINATION

All machines must comply with the 2019 GCR's
Scrutineering between 8.30am and 9.30am

14. AWARDS

No awards offered on day of event

15. CAMPING

Camping is allowed on Saturday, 24/08/2019, evening. All campers to take all rubbish and all other items they bring with them to the property. No personal camp fires to be lit.

16. CODE OF CONDUCT

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

17. TIMETABLE FOR EVENT

Sunday 25 th August 2019 – Entry and sign on	7.30am to 9.00am
Scrutineering	8.30am to 9.30am
Riders Briefing	9.40am to 9.50am
Practice 1 (pre 70/65/60/SM)	10.00am to 10.10am
Practice 2 (pre 75/78/EVO)	10.10am to 10.20am
Racing Starts	10.30am
Lunch Break	Approximately 1.00pm
Racing Concludes	4.00pm

Below is an example only)

Saturday 24 th January 2009	Machine Examination	8:00am – 9:00am
	Riders Briefing	9:15am
	Racing Starts	10:00am
	Racing Concludes	5:00pm

18. VENUE DESCRIPTION

Track length is Approximately 1.2 km's

Track surface is Natural Terrain, Clay based loam

A full canteen service will operate for the entirety of the event (if applicable)

*** Please also include any further information necessary**

GENERAL

- Noise:** Noise emissions must comply with rules as stated in the 2019 Manual of Motorcycle Sport.
- Numbers & Numberplates:** Must comply with the 2019 Manual of Motorcycle Sport.
- Change of Motorcycle:** A change of motorcycle may be permitted up to 15 minutes before the start of the race provided that the notice is in writing and handed to the secretary of the meeting and approval obtained by the stewards.
- Back Numbers:** All competitors must wear a corresponding and legible back number at all times when practicing or competing.
- Points Score:** As per 2019 Manual of Motorcycle Sport.
- Riding of Motorcycles:** The riding of any competing motorcycles in the pits or car park or camping area is not permitted. Infringing riders will be brought before the stewards of the meeting. Any offender may be fined \$50.00, which must be paid before any further participation is permitted. No pit bikes or non - competing motorcycles are permitted to be ridden at any time at the venue.
- No Hassle Policy:** Any rider, entrant or person associated with a rider or entrant shall conduct themselves in an orderly manner in any dealings whatsoever, with any official of the meeting. A rider shall be responsible for his/her own conduct and that of any person with whom he/she is associated who abuses or threatens in any manner, either verbally or physically, any official. Penalties, which may be imposed by the stewards for breach, include reprimand or warning. Minimum \$50.00 fine or exclusion from the meeting.
- Abandonment:** In the event of the meeting being abandoned due to circumstances beyond the control of the promoters before racing commences, entry fees will be returned, less a fee per entry to cover administration costs. Once the competition has commenced only the stewards of the meeting have the authority to abandon the meeting and their decision shall be final. In such cases the stewards will rule on the results according to the circumstances.
- Bicycles:** Bicycles are not permitted in the pits or on the racing circuit. No Pit Bikes will be allowed anywhere at this complex.
- Animals:** Are not permitted into the grounds. Seeing Eye dogs are permitted.
- Motorcycles:** Are to be kept in the pit area at all times when not being used for competition. Unless permission to remove the motorcycle has been granted by the stewards of the meeting. Any motorcycle removed from the pit area without permission of the stewards, will be deemed to have withdrawn from the competition.
- Reservations:** The Stewards of the meeting reserve the right to alter, postpone or cancel all or part of the events program.
- Unauthorised:** Persons are prohibited from entering the track infield area. Such unauthorised persons will be removed from prohibited areas.
- IMPORTANT NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS: CAPITAL BENEFITS INSURANCE IS APPLICABLE TO ALL RIDERS WITH A CURRENT LICENCE.**
It is conditional upon acceptance of this entry that it is fully understood by the rider/entrant/parent/guardian to arrange personal injury and ambulance transportation insurance cover in case you should require the same during the running of this competition.
RIDERS INSURANCE: The Motorcycling Australia Insurance Scheme provides: As per 2019 Manual of Motorcycle Sport.



<<Insert club logo>>

Racing No.: _____ **Grade:** _____ **Club:** _____

****PLEASE COMPLETE TABLE AS PER YOUR EVENT****

Cheque / MO No.:

CONTRACT TO PARTICIPATE IN THE CLASSIC SCRAMBLE CLUB INC RACE SERIES ROUND 4, CLARKEFIELD.VIC

IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE.

Waiver Agreement

Recitals

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
 - a. If a rider, paying the Application Fee; and
 - b. If a volunteer official volunteering to officiate at the Recreational Activity;
 - c. If a member of the media, accepting the Provider's terms of media accreditation; and
 otherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include to:
 - a. exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
 - b. provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
 - falling from your bike;
 - difficult terrain and obstacles;
 - hazardous and changeable track conditions;
 - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
 - undisclosed medical conditions;
 - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
 - heat, cold, wet or other adverse weather conditions;
 - contact with vehicles, other participants or members of the public who may or may not be acting safely;
 - lack of access to medical, evacuation or search services; or
 - design of the track.

Operative parts

1. In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
4. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the Recreational Activity.

Definitions

Application Fee means the fee payable by the Participant (as a rider) to participate in the Recreational Activity.

Participant means the person signing this form and whose name appears next to Participant below.

Provider means those persons and entities listed in Annexure 1.

Recreational Activity means the event specified in Annexure 2.

Participant acknowledgements, consents and authorisations

- i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.
- iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.

- vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Additional Clauses for Victorian Events

SCHEDULE 2

WARNING: If you participate in these activities your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

SCHEDULE 3

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Participant: _____

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. Classic Scramble Club Inc;
5. Shane Gardiner(Landowner)
6. 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
7. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

ANNEXURE 2:

Classic Scramble Club Inc
Race Series Rd 4, Clarkefield. Vic.
Held on the 25/08/2019 at 400
Konagaderra Rd, Clarkefield. Vic. 3430

**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 _____ ("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:.....
in the presence of:

.....
Witness

Schedule 1: FIM, MA, Motorcycling Victoria, **Classic Scramble Club Inc.**