|  |  |  |
| --- | --- | --- |
| þÿ | [INSERT EVENT NAME] [INSERT DAY & DATE] [INSERT VENUE] | [INSERT PROMOTER / CLUB LOGO HERE] |

SUPPLEMENTARY REGULATIONS

EVENT: [Insert Meeting Name]

DATE: [Insert Meeting Day]

[Insert Meeting Date]

VENUE: [Insert Venue Name] [Insert Venue Location]

TRACK LICENCE NUMBER: [Insert Track Licence Number] MA PERMIT NUMBER: [Insert MA Permit Number]

[Insert IMN – If Applicable]

EVENT CONTACT [Insert Contact Name]

[Insert address for correspondence] [Insert Contact Number]

EVENT KEY OFFICIALS Steward [RCB Appointment]

Clerk of Course [Insert name]

Race Secretary [Insert name]

Scrutineer [Insert name]

## ANNOUNCEMENT

The [Insert Club or Promoter here], hereafter called the Promoter will conduct [Insert Event Name] for [Insert type of categories] at the [Insert venue name and location], on [Insert Event day and date].

## JURISDICTION

* 1. The abovementioned Event has been authorised by [Insert RCB] which has issued the Motorcycling Australia Permit Number [Insert Permit Number] and is open to holders of current Motorcycling Australia [Insert licence category] Licences.
	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 [Insert RCB]. By entering this meeting all parties agree to comply with such rules, regulations, by-laws and instructions.

## EVENT OFFICIALS

The following officials will be overseeing the meeting:

|  |  |  |  |
| --- | --- | --- | --- |
| Steward | [MA Appointment] |  |  |
| Clerk of Course | [Insert name] | Level | [Insert number] |
| Race Secretary | [Insert name] | Level | [Insert number] |
| Scrutineer | [Insert name] | Level | [Insert number] |
| [Other] | [Insert names] | Level | [Insert number] |

## ENTRIES

* 1. Entries are now open until close of business (local time) on [Insert closing day & date]. Late entries will not be accepted.
	2. Only entries received on the official entry form and accompanied by the correct fee will be accepted.
	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 [Insert RCB].
	4. Entry fees will only be refunded if a rider informs [Insert Promoter/Club], in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event.

## ENTRY FEE

* 1. [Insert entry fee for each category].
	2. Payment by [Insert acceptable payment methods] only. Any fees for dishonoured cheques will be the responsibility of the entrant.
	3. Cheques and Money Orders are to be made payable to the [Insert club or promoter name – whichever is applicable].
	4. Please include a self-addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions.

## ENTRY PASSES

[Insert details of the number of passes issued for each entry].

## INSURANCE

* 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)](https://www.ma.org.au/support/insurance/)
	2. Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors consider taking out weekly benefits insurance.

## MEDICAL SERVICES

[Insert details of what type or types of medical services shall attend the meeting and at what times they will be available].

[Note to Promoters: Australian Championships require civil ambulances to be in attendance at all times i.e., ambulance authorised to transport injured persons to hospital]

## SCRUTINEERING

* 1. Scrutineering will begin at [Insert time]
	2. Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.
	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.
	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.
	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.

## CLASSES OF COMPETITION

[Insert details of each class of competition]

## ENTRIES TO CONSTITUTE A CLASS

* 1. To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be:

[Insert details for each class of competition] [Refer to GCRs for details of classes]

* 1. 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 prizemoney, will be at the discretion of the Promoter, subject to the prior express approval of the RCB.

## STARTS AND FINISHES

[Insert details of start and finish procedure as per GCRs]

## FLAGS AND SIGNALS

[Insert details of Flags and Signals procedure as per GCRs]

## RACE FORMAT

[Insert details of the race format for each class of competition. Include details for heats, Semi-finals, finals & or rounds of competition – whichever is applicable].

[Insert points scoring as per GCRs]

## EVENT SCHEDULE

[Insert details of timetable for meeting – including time that gates open, scrutineering times, when riders briefing shall occur, practice time, time racing commences and racing schedule and/or order of events].

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be [insert time – usually same as start of scrutineering] with the completion of the meeting for the participant being when the participant has vacated the venue.

## AWARDS AND PRIZEMONEY

[Insert details of awards and/or prizemoney for each class of competition].

## 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.

## PRESENTATIONS

[Location and time they shall be conducted (If applicable)]

## MACHINES AND RIDERS

* 1. All machines entered must comply with the current GCRs for [Insert Discipline] competition.
	2. Multiple entry of the one machine in the same class of competition is not permitted.
	3. [Insert details of any other restrictions such as whether change of machine is allowed during competition etc.]

## 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 MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal.

## GRID POSITIONS

[Insert details on how grid positions shall be determined or allocated – refer to GCRs for details]

## 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.

## CIRCUIT DESCRIPTION

[Insert details of the circuit – including its type of construction, length and the direction of racing]

## 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.

* 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.

## FACILITIES

[Type of facilities that are available at the venue (If applicable)]

## NOISE

[Insert details of any noise restrictions that apply to the meeting at the venue].

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to [discipline chapter] for details.

## TYRES

[Identify any restrictions on the use of various types of tyres (If applicable)]

## ANTI-DOPING POLICY

* 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.
	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 prizemoney may be delayed at [Insert RCB] discretion until the results of the tests are known.

## DRUG AND ALCOHOL TESTING

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

## CODES OF BEHAVIOUR

All competitors, officials and parents are reminded of MA’s zero tolerance of poor behaviour, either on or off track. The codification of the behaviours 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/).

## FIRE EXTINGUISHERS

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

## ADMISSION CHARGES

[Cost of entry to the venue per person i.e.: Adult, Child, Pensioner etc. - If applicable]

## DISCIPLINE SPECIFIC INFORMATION

[Any discipline specific issues that are applicable]

|  |  |  |
| --- | --- | --- |
| þÿ | [INSERT EVENT NAME] [INSERT DAY & DATE] [INSERT VENUE] | [INSERT PROMOTER / CLUB LOGO HERE] |

**ENTRY FORM**

|  |  |  |
| --- | --- | --- |
| Entries Close: | [Insert closing date of entries] | Office Use Only: |
| Send to: | [Insert contact name] | Allocated Rider No: |
|  | [Insert address] |  |
|  | [Insert City/Town, Postcode, State] |  |
|  | [Insert number and/or fax] |  |

**RIDER DETAILS: (Please Print Clearly)**

|  |  |  |  |
| --- | --- | --- | --- |
| **PASSENGER DETAILS:**Passenger’s First Name: | **(SIDECAR ONLY)** |  | Passenger’s Surname: |
| Address: |  |  |  |
| City / Town: |  |  | State & Postcode: |
| 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: |  | Next of Kin Contact: |  |
| Rider’s MA Lic No.: | Expiry Date: | Grade: |  | 1st PreferredNo. Plate | 2nd PreferredNo. Plate |

### 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 specification 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 |  | Signature: |  | Date: |
| Entrant’s Name: |  | Signature: |  | Date: |
| **RIDER MACHINE DETAILS** |  |  |  |  |
| 1st Bike - Make/Model & Capacity: |  | 2nd Bike - Make/Model & Capacity: |
| 3rd Bike - Make/Model & Capacity: |  | 4th Bike - Make/Model & Capacity: |

### Classes Machine details and capacity Rider Age Entry Fee

|  |  |  |  |
| --- | --- | --- | --- |
| [Promoter to Insert Class] | [Promoter Insert Machine details and capacity] | [Promoter Insert Age] | [Promoter Insert Entry Fee] |
| [Promoter to Insert Class] | [Promoter Insert Machine details and capacity] | [Promoter Insert Age] | [Promoter Insert Entry Fee] |
| [Promoter to Insert Class] | [Promoter Insert Machine details and capacity] | [Promoter Insert Age] | [Promoter Insert Entry Fee] |
| [Promoter to Insert Class] | [Promoter Insert Machine details and capacity] | [Promoter Insert Age] | [Promoter Insert 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]

Card Type  MasterCard  Visa  Bankcard Total Amount: **$**

Credit Card: / / / Name on card: Signature:

Expiry Date: /

**Office Use Only**

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

**CONTRACT TO PARTICIPATE IN THE [name of event]**

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

**Waiver Agreement**

**Recitals**

1. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
	1. If a rider, paying the Application Fee; and
	2. If a volunteer official volunteering to officiate at the Recreational Activity;
	3. 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.

1. This document is the contract between the Provider and the Participant with respect to the Participant’s participation in the Recreational Activity.
2. The purposes of this contract include to:
3. 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
4. provide a warning of the risks of engaging in the Recreational Activity (as defined below).
5. 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**

1. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
1. ***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](http://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:** |  |
|  |  | **Parent / Guardian Name:** |  |
| **Date**: |  |  |

**ANNEXURE 1:**

1. Fèdèration Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling [Name of SCB];
4. ##;
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.

**ANNEXURE 2:**

[event name, dates & venue address]