

## SUPPLEMENTARY REGULATIONS

<u>MEETING NAME:</u>	<u>VENUE:</u>	<u>DATE:</u>
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2023 NSW STATE JUNIOR MOTOCROSS TITLES	ROUND 1 – BOOLOORO MX TRACK	RD 1: 22 <sup>ND</sup> & 23 <sup>RD</sup> APRIL 2023
	ROUND 2 – APPIN MX TRACK	RD 2: 29 <sup>th</sup> & 30 <sup>th</sup> APRIL 2023
	ROUND3 – HASTING VALLEY MX TRACK	RD 3: 20 <sup>TH</sup> & 21 <sup>ST</sup> MAY2023

<u>PROMOTER:</u>	<u>MA TRACK LICENCE No</u>	<u>MA PERMIT No.</u>
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RD 1: MOREE MCC	RD 1 TBA	RD 1: TBA
RD 2: MACARTHUR DMCS	RD 2 TBA	RD 2 TBA
RD 3: HASTING VALLEY MCC	RD 3 TBA	RD 3 TBA

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<u>RACE SECRETARY:</u>	<u>EMAIL</u>
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RD 1: Maree Kirby	
ASSISTANT: Wendy Woods	
RD 2 TBA	RD 1: TBA
ASSISTANT	RD 2: TBA
RD 3: TBA	RD 3: TBA
ASSISTANT	

<u>CLERK OF THE COURSE:</u>	<u>SCRUTINEER</u>	<u>STEWARDS:</u>
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RD 1: Daniel Morris		
ASSISTANT: Matt Anderson		
RD 2: Daniel Morris	RD 1: Anthony Corby	RD 1: Mark Thompson
ASSISTANT	RD 2: Anthony Corby	RD 2: Derrek Poole
RD 3: TBA	RD3 TBA	RD 3: TBA
ASSISTANT		

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### 1. ANNOUNCEMENT:

The below clubs and Motorcycling NSW, hereafter called the Promoters will conduct for the MX State Titles for Junior Motocross Competitors:

- ROUND 1: MOREE MCC 22<sup>ND</sup> & 23<sup>RD</sup> APRIL 2023
- ROUND 2: MACARTHUR DISTRICTS MCSC 29<sup>TH</sup> & 30<sup>TH</sup> APRIL 2023
- ROUND 3: HASTING VALLEY MCC 20<sup>TH</sup> & 21<sup>ST</sup> MAY 2023

See Section 8 for classes of competition.  
See Section 12 for the race format.

2. **JURISDICTION:**

- 2.1. The above-mentioned events have been authorised by Motorcycling NSW Limited (MNSW) who will issue the Motorcycling Australia Permit Numbers and is open to holders of current Motorcycling Australia National Annual Competition Licences via **RIDERNET ONLY**.
- 2.2. The meetings will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, MA and MNSW policies, the By-Laws of Motorcycling NSW and any Final Instructions. By entering this meeting all parties agree to comply with such rules, regulations, by-laws and instructions.
- 2.3 **Age requirement:** The age of the Junior rider will be determined by the age the rider is at the 1st January, competitors may choose to move up to an older age group after their birthday.
- 2.4 **Licences:** Every rider is to present their MA issued annual licence at sign on.

3. **INSURANCE:**

- 3.1 Those that hold an MA licence current for the duration of the Event, and officials, who is 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)
- 3.2 Ambulance Insurance is compulsory for licensees
- 3.3 It is strongly recommended that competitors consider taking out weekly benefits insurance.

4. **MEDICAL SERVICES:**

Medical personnel will be in attendance from commencement of practice to completion of racing at all rounds

5. **ENTRIES:**

- 5.1 Entry Fees are as follows:

	JUNIORS		50cc Demo Class
Entry Fees for each Round			
Normal Entry Fee	\$110		\$25.00
Each Additional Class	\$65		N/A

MYLAPS Transponder timing System will be used at all rounds; MNSW will provide My Laps transponders on the day at no charge. Transponder brackets will be available for **\$10.00** for riders who do not already have their own. It is the responsibility of the rider to ensure the correct transponder is fitted to each motorcycle, using the correct bracket. Riders will be responsible for the replacement cost of lost transponders, which will be \$400 each.

- 5.2 Entries open forthwith via Ridernet. Entries will close MIDNIGHT Tuesday before the each round OR as determined by the Club Promoter.
- 5.3 Maximum number of entries that will be accepted for each class will be:  
ROUND 1 – 80 maximum  
ROUND 2 – 80 maximum  
ROUND 3 – 80 maximum  
Entries for each class will close when the class is full or midnight Tuesday before each round – whichever is sooner.
- 5.4 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by Motorcycling NSW.
- 5.5 Only online entries received through Ridernet will be accepted. There will be no entries taken on the day at any rounds.
- 5.6 Rider entry list and final instructions will be posted on the Motorcycling NSW website: [www.motorcycling.com.au](http://www.motorcycling.com.au)

6. **REFUND POLICY:**

- 6.1 In the event of a rider/s not being able to attend a meeting due to unforeseen circumstances, a REFUND of entry fees may be issued for each round if the following conditions are met:
  - 6.1.1 The Promoter is to be notified via email. The Promoter will acknowledge notification by return email as soon as possible.
  - 6.1.2 Refunds approved will be issued if received by the Friday, 1 week prior to the event.
  - 6.1.3 Refunds requested after Friday, within 1 week prior to the event WILL NOT be given unless a medical certificate is provided by no later than the close of business on the Monday prior to the event. An approved refunds will be issued minus an administration fee of \$10.

- 6.5 Refunds authorised will only be issued via Ridernet.
- 6.6 **Refunds requested on the day of OR after the event WILL NOT be considered or transferred to another round.**
- 6.7 Cancellations will not be accepted from the events after the close of entries.

7. **ENTRY PASSES:**

One Mechanics pass will be issued at sign on to each rider.

8. **CLASSES OF COMPETITION**

8.1

- 4/u9 50cc Division 1 (Demonstration) – Support class
- 7/u9 50cc Division 2
- 7/u10 65cc
- 10/u12 65cc
- 9/u12 85cc/150cc 4 stroke (Standard Wheel)
- 12/u14 85cc/150cc 4 stroke (Standard & Big Wheel)
- 12/u16 Girls 85cc/150cc 4 stroke (Standard & Big Wheel)
- 14/u16 85cc/150cc 4 stroke (Standard & Big Wheel)
- 13/u16 100cc - 125cc 2 stroke
- 13/u16 128cc to 150cc 2st – 200cc to 250cc 4 stroke
- 13/u16 Years Junior Girls 100cc - 150cc 2 stroke & 250cc 4 stroke

8.2 Juniors wishing to participate in any class MUST have a suitably endorsed competition licence and showing the Correct endorsement. If not, the junior rider is INELIGIBLE to compete in that chosen class.

9. **AWARDS AND PRIZE PACKS:**

9.1 There will be trophies awarded at the final round of the series for all Junior classes, Prize packs and vouchers may be awarded to individual classes at each round which will be determined by the sponsors. All 50cc Demo Class riders will receive an award of equal value at each round.

**It is the rider's responsibility to collect or arrange collection of their awards.**

10. **ENTRIES TO CONSTITUTE A CLASS:**

- 10.1 To constitute a class, the number of contestants entered and competing in each class shall be a minimum of 8 juniors
- 10.2 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 or withhold any awards, will be at the discretion of the Promoter with the approval of Motorcycling NSW and the MNSW MX Sports Committee. For this purpose, this number will be determined by the number of entries received as at the closing date for each round refer to entries 5.2 for these dates.

11. **SCRUTINEERING:**

- 11.1 Scrutineering times will be advised in the final instructions. Enclosed footwear MUST be worn. There will be no scrutineering conducted during riders briefing.
- 11.2 Machines entered in the competition must have successfully passed machine examination prior to taking part in any practice or racing. A machine sticker will be placed on the machine by the scrutineer / sign-on officials to indicate that it has been successfully examined.
- 11.3 Machines must be submitted to scrutineering along with the following:
  - 11.3.1 Current Junior competitors, must have a Junior National competition licence. Junior riders must have correct endorsement for the class of competition they wish to enter.
  - 11.3.2 Helmet;
  - 11.3.3 Juniors' Body Armour;
  - 11.3.4 Back Numbers (Junior)
- 11.4 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
- 11.5 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.
- 11.6 Machines will 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.

12. **RACE FORMAT for the Series:**

Race format for all rounds will be at the discretion of the MX Sports Committee, Motorcycling NSW Classes with low entries may be combined, but scored separately for series overall positions.

- 12.1 Timed Practice will be 3 Laps for each class. Practice can be changed at the discretion of the Promoter and/or Key Officials.
- 12.2 There will be minimum 3 races maximum 5 races for all classes. Cumulative points over races with points allocated in each race as per Current Manual of Motorcycle Sport.
- 12.3 Scoring will be as per approved by SCB, i.e. 35 points to 1<sup>st</sup> place, 32 points for 2<sup>nd</sup> place, 30 points for 3<sup>rd</sup> place, 28 points for 4<sup>th</sup> place, etc. For example 3 x 1<sup>st</sup> places = 105 points overall, per round in the series. If a tie on points occurs for any position in the Series, the tying competitor who has the greatest number of higher placings in the Series will be awarded the position.

12.4 **CLASSES OF COMPETITION**

4/u9 50cc Division 1 (Demonstration) – Support class	6 minutes
7/u9 50cc Division 2	7 minutes + 1 lap
Junior 65cc	7 minutes + 1 lap
Junior 85cc/150cc 4 st	10 minutes + 1 lap
Junior Girls classes	10 minutes + 1 lap
Junior 100cc-125cc 2 st 13-u/16 yrs	15 minutes + 1 lap
Junior 128cc/150cc 2st – 200/250cc 4st 13-u/16 yrs	15 minutes + 1 lap

**RACE FORMAT FOR STATE MX SERIES ROUNDS IS**

Practice will be 3 laps for all classes

**SATURDAY AND SUNDAY JUNIOR CLASSES**

NIPPERS 4-U/7 YEARS DEMONSTRATION ONLY	6 minutes
50cc Division 2 - 7-u/9yrs	7 minutes + 1 lap
65cc 7-u/9yrs	7 minutes + 1 lap
65cc 9-u/12yrs	7 minutes + 1 lap
85cc 2st /150cc 4st 9-u/12yrs {standard wheel}	10 minutes + 1 lap
85cc 2st / 150cc 4st 12-u/14yrs {standard & big wheel}	10 minutes + 1 lap
85cc 2st / 150cc 4st 14-u/16yrs {standard & big wheel}	10 minutes + 1 lap
85cc 2st/ 150cc 4st 12-u/16yrs All Female {standard & big wheel}	10 minutes + 1 lap
100cc - 125 cc 2st 13-u/16yrs	15 minutes + 1 lap
100cc - 150cc 2st & 200cc - 250cc 4st 13-u/16yrs All Females	10 minutes + 1 lap
128cc/150cc 2st - 200cc- 250cc 4st 13-u/16yrs	15 minutes + 1 lap

Each class will have a maximum of 80 riders and will do Minimum Three {3} rounds maximum Five ( 5) rounds of racing, cumulatively scored, with points allocated in each race as per approved SCB scoring,

Scoring will be cumulative over the Minimum 3 races to Maximum 5 races Total 105 to 175 points for first place

- 12.5 The promoter reserves the right to alter the race format where necessary, with the approval of the Motorcycling NSW appointed Steward at the meeting.
- 12.6 Results will be determined at the event by the officials.

13. **MACHINES AND RIDERS:**

- 13.1 All machines entered must comply with the current GCR's for Motocross Competition.
- 13.2 Multiple entry of the one machine in a separate class of competition is permitted.
- 13.3 Change of machine is permitted at the discretion of the Clerk of the Course and must be notified in writing at least 10 minutes before the next race for that class.
- 13.4 Noise and/or fuel testing may be carried out at any time during this meeting.

14. **RIDING NUMBERS:**

- 14.1 Competitors will be allocated their MNSW Registered riding number or their preferred Riding Number. All others shall be allocated numbers at the Promoter's discretion. Late entries may NOT be given their registered riding number or preferred number. Riding numbers are compulsory & must be included with your entry via Ridernet.
- 14.2 All number plates / stickers on all machines MUST comply with the GCR's.
- 14.3 Back numbers must be worn as per GCR's.

15. **GRID POSITIONS:**

Grid positions at the rounds will be determined based on peg draw for gate pick for the first moto, then based on previous race results for remaining races. If the electronic timing is faulty then grid positions by peg draw

16. **RIDERS BRIEFING:**

A riders' briefing will be held prior to the commencement of practice and ALL Competitors MUST attend. A random roll call will be called at Riders' briefing.

17. **DRUG AND OR ALCOHOL TESTING:**

By order of Motorcycling NSW, random drug &/or alcohol testing of participants (i.e. officials, competitors, mechanics, pit crew and any other person associated with the control, direction and operation of the competition) may take place prior to, or at any time during this meeting. Refer to MA website for details on the Safety Policy – Drug and Alcohol testing.

18. **CODE OF CONDUCT:**

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 \(ma.org.au\)](#)

19. **TIMETABLE:**

Meeting Commencing:	6:00am for all events
Sign On & Scrutineering:	Friday 2pm to 4pm, Saturday 6:00 am to 7:30am
Riders Briefing:	8:15am
Practice:	Will be immediately after riders briefing.
Racing:	Will be immediately after practice.

For the purposes of drug & alcohol testing, the commencement of the meeting will be deemed to be 6:00am with the completion of the meeting for the participant being at the completion of the meeting.

All times may be subject to change and will be communicated in the final instructions.

20. **CIRCUIT DESCRIPTION:**

All tracks are man-made Motocross designed circuits. (As per Venue Licence for 2023)

21. **STARTS:**

Clutch starts from self-penalising backward falling gates with a minimum of 40 gates. PROCEDURE – A 15 Second Board will be displayed to all riders. The 15 Second Board will be turned sideways or reversed to display the 5 Second Board, after which the gates will drop at any point within 10 seconds.

22. **NOISE:**

All machines must comply with the requirements of the GCR's. Noise testing may be carried out at any time during the meeting any other specific noise restrictions applying to each venue will be advised in the final instructions for that round.

23. **Pay As You Go Tax:**

The Pay As You Go Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter may withhold 47% of prize money 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.

24. **ELECTRONIC TIMING:**

- 24.1 With the exception of the 4/u9 Years 50cc Division 1 (Demo class), Electronic timing will be utilised and is compulsory for all competitors. This is subject to the individual venue being set up for Electronic timing.
- 24.2 Transponders must be fitted for all practice sessions.
- 24.3 It is the competitor's responsibility to ensure that the transponder is mounted correctly and securely to prevent damage from fouling other components on the machine. Riders must have their own transponder mounting bracket.
- 24.4 The onus is on the parent/guardian of junior competitors to ensure that the correct transponder is on the correct machine prior to each event.
- 24.5 All competitors are required to use MYLAPS or a compatible transponder.
- 24.6 When a transponder is transferred to the competitor, it then becomes the competitor's responsibility. If a transponder is lost or damaged, it is the responsibility of the competitor to pay for a replacement transponder.

25. **IMAGES AND VISION Advertising and Endorsements:**

- 25.1 The Promoter reserves the right to use the images and names of any competitor, team or manufacturer in any present or future series merchandising, videos, TV commercials, posters and printed material as it sees fit.
- 25.2 In the event of any incident, the Promoter has the right to request a copy of any relevant recorded footage.
26. **PRODUCT OR SERVICE RETAILING:**
- 26.1 No person other than an official sponsor, who has signed an agreement stating such, may retail any product or service within the venue bounds unless prior written approval has been granted by the Promoter.
- 26.2 The penalty for undertaking the retail of a product or service without express permission will be eviction from the event. No exceptions.
27. **SPECIAL NOTES AND WARNINGS:**
- 27.1 **ALL RIDERS ARE REQUIRED TO PROVIDE A MARSHAL. THIS IS COMPULSORY AND A CONDITION OF ENTRY. IF YOU ARE UNABLE TO PROVIDE A MARSHAL YOU WILL NOT TAKE THE GRID. FOR ALL ROUNDS FLAG MARSHALS WILL BE PRE DRAWN FROM RIDERS ENTRIES AND WILL BE PUBLISHED BY THE RACE SECRETARY. IF YOU WISH TO NOMINATE A PERSON TO DO YOUR TURN OVER THE AGE OF 16 YEARS PLEASE LIST THEIR NAME ON ENTRY FORM .**
- 27.2 Canteen Facilities will be available at all venues.
- 27.3 Attention is drawn to the Manual of Motorcycle Sport. Riders entering this meeting may only withdraw from this meeting with reasonable cause.
- 27.4 Presentation will be at the conclusion of Round 3 of series .
- 27.5 Camping is at the discretion of each individual club. Where camping is available, it may sometimes be designated outside of the pit area. Please note the facilities (i.e. shower and toilets, cooking, etc.) are limited. There will be a fee for camping at each venue. Please see specific venue information on the website for details.
28. **PHOTOGRAPHY/VIDEOGRAPHY**  
Official photography will be by My Action Images for Round 2 and Round 3 of the Series.

All professional photographs/videos of junior riders may be used by MNSW in various content for promotional purposes.



**MOTORCYCLING NSW**  
**LOCATION: 9 COOPER STREET, SMITHFIELD, NSW**  
**POSTAL: 9 COOPER STREET SMITHFIELD, NSW, 2164 P: 0283780790**



**CONTRACT TO PARTICIPATE IN \*INERT EVENT NAME\* ON \*INSERT EVENT DATE/S\***

**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.

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 fi

t 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 antidoping 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 services), 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 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.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

**ANNEXURE 1:**

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling NSW

4) **CLUB/PROMOTER HERE:**

- 5) All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
- 6) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**ANNEXURE 2:**

DATE: **EVENT DATE/s:**

Permit Number: **PERMIT NUMBER:**