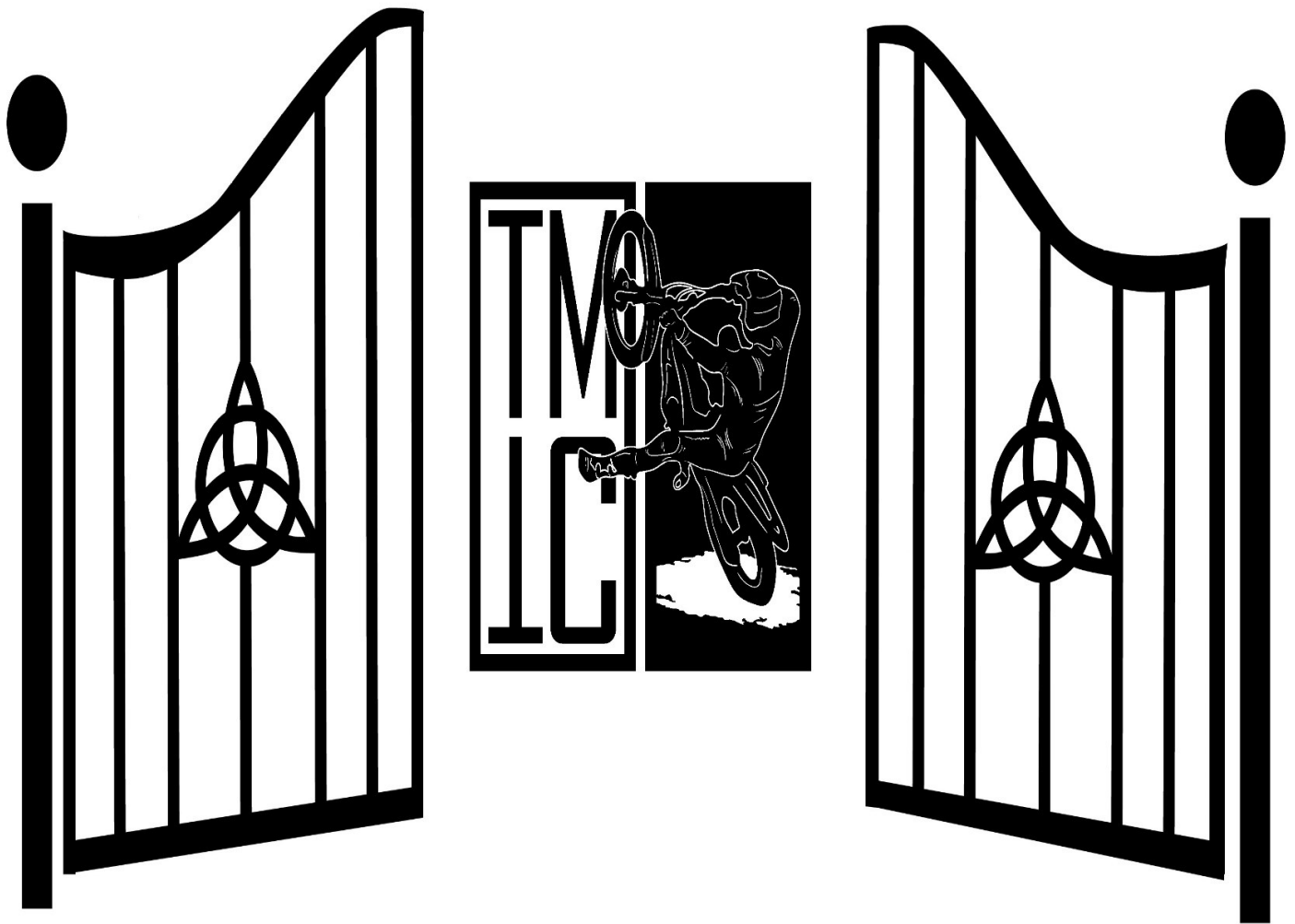


# Tasmanian Motorcycle Trials Club Inc

## 2024 Tasmanian Trials Series



### Gate Trial - Dilston



**2024 Tasmanian Trials Series  
Gate Trial - Dilston  
7<sup>TH</sup> APRIL 2024**

**SUPPLEMENTARY REGULATIONS**

**EVENT:** 2024 Tasmanian Trials Series Gate Trial - Dilston

**DATE:** Sunday  
7<sup>th</sup> April 2024

**VENUE:** "Landfall" Dilston  
781 East Tamar Highway, Dilston, Tasmania

**TRACK LICENCE NUMBER:** 245

**MTas PERMIT NUMBER:** TBA

**EVENT CONTACTS:** Kurt Pickering  
0407 186 259 [ossatr280i@gmail.com](mailto:ossatr280i@gmail.com)

**EVENT ENQUIRIES:** Kurt Pickering  
0407 186 259

**EVENT KEY OFFICIALS:**

Steward	Fred Bessell
Clerk of Course	Ashlee Lockhart
Race Secretary	Mick Luscombe
Assistant Race Secretary	Kurt Pickering
Scrutineer	Rob Thornbury

## 1. ANNOUNCEMENT

The Tasmanian Motorcycle Trials Club, hereafter called the Promoter will a Gate Trial at the 'Landfall' Property, 781 East Tamar Highway, Dilston, Tasmania, on the 7<sup>th</sup> April 2024.

## 2. JURISDICTION

2.1. The abovementioned meeting is a closed to club event and has been authorised by Motorcycling Tasmania (MTas) which has issued the Motorcycling Tasmania Permit Number: (TBA) and is open to holders of current Motorcycling Australia & Motorcycling New Zealand (Equivalent) Senior National, Senior Restricted, Junior National, Junior Restricted, Recreational and One Meeting licenses.

Minders who do not currently hold a MA Competition Licence can purchase a Crew Licence to obtain insurance for this event. Contact your SCB for more information on acquiring a Crew Licence.

One Event Licences will NOT be sold on the day and competitors are advised to organize their licences in advance.

To enter the event:

If you have a Ridernet ID from a previous competition licence, coaches licence, or an officials licence:

- Visit <https://ridernet.com.au/?p=login>
- Sign In using your Ridernet ID and Password
- Ensure you have a current License and Club membership
- Then choose Events
- Select Club: Tasmanian Motorcycle Trials Club Inc
- Choose correct date range and select the event
- Complete Payment – a receipt will then be emailed to you

If you have never had a Ridernet ID:

- Visit <https://ridernet.com.au/>
- Under Become a Member – Complete the Membership Registration information.
- Purchase a Current License and Club membership from the relevant sections
- Then choose Events
- Select Club: Tasmanian Motorcycle Trials Club Inc
- Choose correct date range and select the event
- Complete Payment – a receipt will then be emailed to you

Competitors must provide the following to the Race Secretary at Sign-On to validate a One Event Licence:

- Proof of practical competence
- Proof of knowledge of the rules
- Proof of club membership
- Ambulance cover (Automatically supplied for Tasmanian Residents)

If the above are not supplied the licence will be deemed invalid and the competitor will not be able to compete.

To prove competency in riding, you will need to provide proof of holding an MA licence within the last 10 years OR a current road licence OR proof of having attended an accredited training school. If you have not held an MA licence in the past 10 years, you will need to complete a knowledge test, which can be found <http://bit.ly/SeniorTheoryTest>.

2.2. Currently valid Club Membership of the Tasmanian Motorcycle Trials Club Inc is required to enter this event.

2.3. Internationally licensed riders (excepting New Zealand) will not be permitted entry to the event. Any rider from New Zealand will require a valid start permission and proof of insurance with a copy of both sent to Motorcycling Australia.

2.4. The meeting will be held in accordance with the current General Competition Rules (GCRs) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by Motorcycling Australia. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

## 3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	Fred Bessell	Level 2
Clerk of Course	Ashlee Lockhart	Level 2
Race Secretary	Mick Luscombe	Level 2
Scrutineer	Rob Thornbury	Level 2

## 4. ENTRIES

4.1. Entries are now open and close Thursday, 4th of April. Late entries will be accepted up until before the Trial with a late fee of \$10.00 added.

4.2. 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 Australia.

4.3. Only entries received through Ridernet will be accepted.

4.4. Entry fees will only be refunded if a rider informs the Promoter, 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

### 5.1.

Classes	Entry Fee
Senior Trial – (Over 16)	\$50 per entry
Juniors Trial – (Under 16)	\$25 per entry
Minders	Free

5.2. Family entry fee of \$75 per an event is offered which shall supersede the entry fees otherwise accrued.

5.3. A Family is defined as up to two caregiving adults and any children up to the age of 18.

5.4. Late entry fee shall be \$10.00.

## 6. ENTRY PASSES

Not Required.

## 7. INSURANCE

7.1. National Personal Accident Scheme provides basic cover for death and permanent disability.

7.2. Ambulance Insurance is compulsory for licensees, (this is provided to Tasmanian residents automatically). It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

## 8. MEDICAL SERVICES

Medical Services to be supplied:

Qualified basic first aiders will be in attendance.

The first aid kit and defibrillator will be located at the scoring tent/Club Trailer.

## 9. SCRUTINEERING

9.1. Scrutineering is to be via Self Scrutineering, all competitors must complete a self-scrutineering assessment of their machine.

9.2. Scrutineering times are as follows; 9.30am to 10.00am Sunday.

9.3. Machines entered in the competition must have successfully passed a machine examination prior to taking part in practice, qualifying or racing.

9.4. 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.

9.5. 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.

9.6. 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 available at all times 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. The following classes of competition will be offered:

Line and Classes	
Green Line:	Trial 1 (Expert)
Red Line:	Trial 2 (A Grade)
Yellow Line:	Trial 3 (B Grade)
Blue + Line:	Trial 4+ (C+ Grade)
Blue Line:	Trial 4 (C Grade), Twinshock
White Line:	Trial 5 (Clubman)
No Markers	Trial 6, Junior

10.2. Post Classic as per GCR 15.16

10.3. Junior riders are to be under 16 years of age.

10.4. One class per a Competitor only can be entered.

10.4. Name plates are to be the same colour as the class/grades line being entered (see above), and must comply with GCR15.10.1. Classes with no marked line shall have a Black background name plate.

## 11. ENTRIES TO CONSTITUTE A CLASS

11.1. 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.

## 12. Gate Trials Scoring

12.1. The winner of the gate trial shall be the one with the largest accumulated score

12.2. Each section will comprise of any combination of Gates of the following colours – White, Blue, Yellow and Red.

12.3. Scores are accrued by riding through each gate with points attributed to each gate as follows:

Gate Colour	Points
White	5
Blue	3
Yellow	2
Red	1

12.4. The maximum score available per section is 11 points.

12.5. If a rider foots or otherwise commits an act that would cause penalisation using normal trials rules in an attempt at a section, their score will be '0'/Zero for that attempt.

12.6. A Handicap system based on the riders normal grade and machine they are riding may be applied to determine the overall winner, The following is envisaged based on the completion of 45 total sections:

Grade	Handicap
X	0
X Twinshock	10
A	55
A Twinshock	65
B	75
B Twinshock	85
C+	130
C+ Twinshock	140
C	180
C Twinshock	190
Clubman	265
Clubman Twinshock	275
Junior	285
Junior Twinshock	295

## 13. EVENT SCHEDULE

13.1.

Sunday	
Pits Open to Competitors:	8:00am
Section Walk	8:00am to 10:00am
Sign on & Scrutineering:	9:30am to 10:00am
Riders Briefing:	10:00am to 10:15am
Sections Open:	10:15am
Lunch Break:	12:30Pm – 1:00Pm
Sections Close:	4:00pm
Event Finish time:	4:15pm

13.2. All sections will be closed at the advertised time each day. If a competitor is attempting a section at the designated time, they will be permitted to complete that section. Any rider astride their machine and in a queue at a section entrance at the designated closing time will be permitted to complete that section.

13.3. If all riders are running ahead of time, then officials will follow the final rider on course and the sections will be shut down in numerical order, starting at section 1, so riders are reminded that they will be required to ride their final lap in numerical order, starting from section 1.

13.4. All score cards must be handed in to the scorers by the designated finish time as listed above, and by the rider (or passenger) only, otherwise penalties as per the MoMS will be applied.

## 14. FLAGS AND SIGNALS

Hooter/horn is blown for Riders briefing, start and finish time.

## 15. RACE FORMAT

15.1. The course will be closed from Monday April 1<sup>st</sup> up until Saturday 6th April.

15.2. Unauthorised entry, with or without motorcycle, to the course prior to the event will result in exclusion. For these purposes entry to the course shall be defined as entering within plain sight of competition sections via any means.

15.3. The number of sections and laps to be completed each day will be confirmed at the riders briefing, the following is envisaged:

All classes	4 laps x 15 sections
-------------	----------------------

15.4. The standard of sections for each class will be set to cater for competitors of all abilities. While there will be sections of above average, average and below average difficulty in each grade, the promoter will endeavour to cater for riders of all abilities.

15.5. In the event of Ties, they shall be resolved as per these Supp Regs or the GCR's by the priority of that order.

## 16. AWARDS AND PRIZEMONEY

16.1. Trophy/momento will be awarded according to the results for the 1st to 3rd place finishers overall for the event.

16.2. The Promoter reserves the right to vary these awards depending on the number of entries.

16.3. Special awards as determined by the Promoter may also be presented.

16.4. No rider with a non-competitive licence can have their results shown or be eligible for an award.

## 17. MACHINES AND RIDERS

17.1. All machines entered must comply with the current GCRs for Trial competition.

17.2. Solid sprockets or adhesive covers must be fitted to sprockets to cover holes present

17.3. Multiple entry of the one machine in the same class of competition is not permitted.

17.4. Change of machine during the event may be permitted providing approval has been sought from the Clerk of the Course. Refer to GCR 15.11.5.

17.5. Helmets, clothing and footwear must be as per the GCRs. Where a helmet shows any sign of damage that may affect its performance, the MA Steward reserves the right to disallow a competitor to use this damaged helmet.

17.6. Identification plates must be fitted to all machines as per GCRs and must have background colour as specified in these supplementary regulations.

17.7. All machines must be fitted with a cut out switch attached by a lanyard to the rider. Refer to GCR 15.15.4. Please note if a rider is not connected to the cut out switch with a lanyard whilst the rider is inside a section the penalty given is 5 points.

## 18. MINDERS

18.1. Minders are considered to be competitive riders as per the GCRs, and as such, must have a current Motorcycling Australia Senior National, Senior Restricted Competition or Crew licence, or the equivalent licence from Motorcycling New Zealand along with a valid start permission and insurance. Minders who do not currently hold a MA Competition Licence can purchase a Crew Licence to obtain insurance for this event. Contact your SCB for more information on acquiring a Crew Licence.

18.2. Minders, like competitors, must obey the current GCRs, these Supplementary Regulations and any instruction given to riders at the Riders' Briefing.

18.3. The following rules with regards to minders must be adhered to:

18.3.1. A rider will fail a section if their Minder enters into a discussion or argument with any observer or official with regards to scoring, unless they have been specifically requested to do so.

18.3.2. Minders are only permitted in a section with the knowledge and permission of the observer.

18.3.3. Minders must not present score cards to the observer or scorers. This is the rider's responsibility.

18.3.4. Any penalty accrued by a Minder will be imposed on their nominated rider.

18.3.5. Minders may enter a section if requested by any competitor provided the observer has given permission.

18.3.6. Minders must vacate the section while competitors that have not requested their assistance are completing an observed attempt.

## 19. RIDERS' BRIEFING

A riders' briefing will be held prior to the commencement of the days competition, which all competitors and minders must attend. A random roll call will be held at the briefing to confirm all competitors attendance.

## 20. COURSE DESCRIPTION

The course is situated over a 1.5km loop of the 'Landfall' farm. The sections will be over fallen limbs/trees and dolerite boulders. Under tyre is craggy rocks interspersed with cutting grass and a flowing stream.

## 21. COURSE INSPECTION

21.1. ALL competitors will be given the chance to inspect the course before the trials on foot only. There will be officials present whilst this is happening, and no interference with the sections will be allowed, penalties may apply, as per the GCRs. Competitors are reminded that service vehicles may be in operation on the course at this time.

21.2. Any and all concerns regarding the course/sections must be directed to the Clerk of Course and/or his assistants on the day.

## 22. TRACK DISSATISFACTION

Competitors who are not satisfied with any aspects of the course 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.

## **23. FACILITIES**

**23.1.** No catering will be available on site, BYO drinks and food.

**23.2.** Toilets will be available at the venue on the Sunday and will be located in the vicinity of the pits.

**23.3.** Camping may be available for competitors and officials at this venue. Please contact the club to confirm availability.

## **24. COMPETITOR CAR PARK/PITS**

**24.1.** The venue allows that there will be a parking area, or 'pits' for competitors which will allow for riders to be able to ride – at walking pace only – to and from their own pit area. Penalties MAY apply to those who ride above walking pace.

## **25. SOUND**

Sound testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to Appendix C: Sound Emissions & Fuel of GCR's for details.

## **26. TYRES**

With the exception of mini-bikes and the sidecar tyres of sidecars, tyres must be of a Trial Universal pattern on all machines.

## **27. REFUELLING & LUBRICATION**

**27.1.** Fuels used will be as per Appendix C of the GCRs.

**27.2.** Fuel containers must comply with the GCR's.

## **28. ANTI-DOPING POLICY**

**28.1.** All competitors, Minders, officials and support personnel are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to MA website for details.

**28.2.** If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, ph: 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

## **29. DRUG AND ALCOHOL TESTING**

All competitors minders, support personnel 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.

## **30. 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).

## **31. FIRE EXTINGUISHERS**

It is recommended all riders should have a minimum 2kg, dry powder A:B (E) class, working fire extinguisher in their pit area. Extinguishers will be supplied by the promoter at selected locations around pits and also on the course.

## **32. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA**

All competitors, minders, support personnel, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at [www.ma.org.au](http://www.ma.org.au), which sets out a framework for acceptable online behaviour where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

## **33. SELF OBSERVING**

**33.1.** Competitors must ride in groups of at least two and no more than four.

**33.2.** Ideally, team members should be competing in the same grade, although this will not always be possible.

**33.3.** At least one member of the group must observe every attempt at a section made by another rider in the group.

**33.4.** The competitor observing at any time must position themselves so as to be able to see all areas of the section being ridden. A minder cannot be considered the observer while actively catching/minding for their rider.

**33.5.** In the case that an observer (separate from the group) is present on the section being attempted, they will indicate to the riding group the score to be marked for each rider or mark the score for the rider.

**33.6.** Competitors are permitted to carry their own scorecard but must not enter scores on their own score card.

**33.7.** A penalty may only be applied if a competitor is seen to be entering scores on their own score card by either an executive committee member or the clerk of the course.

**33.8.** The penalty for entering scores on your own score card is exclusion from the results for that event.

## **34. SPECIAL NOTES &/OR WARNINGS**

**34.1.** No other motorised vehicles will be permitted past the spectator car park & competitor's pits other than the competitors and minders entered machines and any official vehicles as permitted by the Promoter, the exception being any electric/motorised wheelchairs.

**34.2.** Competitors and Minders with body piercings – all need to be covered or removed.

**34.3.** Hair longer than shoulder length must be tied and secured under clothing whilst competing.

**34.4.** No Thongs/ Sandals or open shoes to be worn in the pit area

**34.5.** No Smoking or drinking in the pit area

**34.6. No Animals allowed**, guided dogs and assistant animals are excepted (which must be kept on a leash at all times) as per the GCRs.

## **35. CONTRACT TO PARTICIPATE IN EVENT**

### **CONTRACT TO PARTICIPATE IN THE 2024 Tasmanian Trials Series Gate Trial - Dilston**

**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 2012.2

#### **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<sup>1</sup>), 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](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: \_\_\_\_\_

Date: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_

**ANNEXURE 1:**

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling Tasmania (MTas);
4. Tasmanian Motorcycle Trials Club Inc
5. Frank Archer (Land Owner)
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:**

[2024 Tasmanian Trials Series Gate Trial - Dilston, Sunday 7th April 2024; "Landfall" 781 East Tamar Highway, Dilston, Tasmania]