

2022 Queensland Off Road Championship Series





2022 QORC SERIES



SUPPLEMENTARY REGULATIONS

RNDs	DATE	PROMOTER / VENUE	CLOSING DATE	PERMIT NO	TRACK LIC NO
1&2	19/20 Mar 2022	Nathan Bond Cherrabah Resort, Qld	13 Mar 22	90715	VR2189
3&4	8/9 Apr 2022	Gum Valley Mackay, Qld	6 Apr 22	91135	MQ22023
5	18/19 Jun 2022	GMXC Goondiwindi, Qld	12 Jun 22	91407	MQ22017
6&7	16/17 Jul 2022	Kyogle MC Kyogle, NSW	10 Jul 22	cancelled	TBA
8	23/24 Jul 2022	Sunshine Coast MC Green Park Conondale, Qld	17 Jul 22	cancelled	MQ22021
6	18/19 Jun 2022	RDMC Roma	17 Jun 22	91753	MQ22026
7&8	27/28 Aug 2022	Toowoomba Motorcycle Club Murphy's Creek, Qld	21 Aug 22	TBA	VR2128
9	22 Oct 2022	Toowoomba Motorcycle Club Murphy's Creek, Qld	19 Oct 22	TBA	VR2128

Series Contact – Nathan Bond 0437 830 631 - qesc@queenslandenduro.com.au

Series Race Secretary – Tamara Mickelborough

Series Clerk of Course – Craig Shearer

Series Steward – Nathan Bond

1. ANNOUNCEMENT:

1.1. {The above listed round promoters}, hereafter called the PROMOTER will conduct the respective rounds of the QORC Series.

2. JURISDICTION:

2.1. The abovementioned Event has been authorised by MQ which has issued the Motorcycling Australia PermitNumber (as listed in the above event table) and is open to holders of current Motorcycling Australia National Open competition, National Junior competition, and One Event race licences.

2.2. The meeting will be held in accordance with the current General Competition Rules (GCRs), these Supplementary Regulations, MA policies, and any final instructions approved by MQ. By entering this meeting all parties agree to comply with such rules, regulations, by-laws and instructions.

3. ENTRIES:

3.1. Entries open when listed, and will be accepted online only through Ridernet or through the link at

www.queenslandenduro.com.au

3.2. A separate online nomination or entry form and participant declaration must be completed for each round weekend.

3.3. In the case of postponement or abandonment of a meeting, all or any part of the entry fee may be retained by the Promoter, if such retention is approved by MQ.

4. WITHDRAWALS:

- 4.1. Entrants wishing to withdraw from the event **must** notify the race secretary in writing/email only to be entitled to a refund no later than 48hrs prior to the event start date.
- 4.2. Riders withdrawing in writing before midnight 48hrs prior to the event start date, maybe entitled to a refund, less \$20 admin fee
- 4.3. Riders withdrawing in writing after clause 4.2, maybe entitled to a refund, less \$50 admin fee.
- 4.4. No refunds will be authorised if not received prior to the start date, unless a medical certificate can be provided (subject to PROMOTER approval and the admin fees in clause 4.3 apply)

5. INSURANCE:

- 5.1. 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).
- 5.2. Personal accident and Ambulance Insurance is the responsibility of individuals.
- 5.3. **IT IS STRONGLY RECOMMENDED THAT COMPETITORS GIVE CONSIDERATION TO TAKING OUT PERSONAL INSURANCE COVER.**

6. MEDICAL SERVICES:

As required by Motorcycling Queensland, the Queensland Ambulance Service (QAS) and or equivalent paramedical service, will attend the meetings 15 minutes prior to racing beginning & until 15 minutes after the conclusion of racing on each day.

7. ENTRY FEE:

- 7.1. Standard Entries received in full before midnight the Sunday prior to each meeting will be:
 - ** NB: plus \$5 medical levy for AORC combined rounds {Imposed by AORC}
 - 2 days of racing-
 - Seniors - \$200 per rider.
 - Juniors - \$ 160 per rider.
 - 1 day of racing
 - Seniors - \$150 per rider.
 - Juniors - \$110 per rider.
- 7.2. Late entry fee - entries received after midnight the Sunday prior to the event date will be:
 - Seniors - \$50 late fee.
 - Juniors - \$25 late fee.
- 7.3. Camping/team site fee – see final instruction for each round if applicable
- 7.4. Transponder hire - \$15 per entry (Non-refundable)
- 7.5. Transponder brackets available for hire - \$15 (Correct cash only)
- 7.6. Approved personal transponders maybe used – prior registration required
- 7.7. Registration and payment via Ridernet online queenslandenduro.com.au

8. CLASSES OF COMPETITION:

A	Pro's (All Powers)
B	Expert's (All Powers)
C	Veteran Over 35's
D	Clubman Under 250cc 2 & 4 stroke.
E	Clubman Over 250cc 2 & 4 stroke.
F	Veteran Over 40's
G	Masters Over 45's
H	Master Over 50's
J	Legends Over 55's
I	Ladies (All powers)

Juniors

J4	Juniors Under 200cc 2s and up to 250cc 4s 15 yrs.
J3	Juniors Under 200cc 2s and up to 250cc 4s 13 - 15 yrs.
J2	Juniors Under 85cc 2s and up to 150 4s 12 - 14 yrs.
J1	Juniors Under 85cc 2s and up to 150 4s 9 - 11 yrs.
JG	Junior Girls Under 200cc 2s and up to 250cc 4s 13 – 15 yrs.
OJ	Junior Girls Under 85cc 2s and up to 150cc 4s 9 - 15 yrs
JJ	Juniors Under 65cc 7 – 11 years.

9. AWARDS AND PRIZE MONEY:

- 9.1. Trophies/medallions will be awarded to the first 3 place getters in all classes
- 9.2. Prize money is NOT paid for this series.

10. ENTRIES TO CONSTITUTE A CLASS:

- 10.1. A minimum of 5 riders to constitute a class of competition. Should there be insufficient entries in any Class of Competition, the decision to run or cancel the Class, or to combine events and redistribute any awards and / or prize money, will be at the discretion of the Clerk of Course & Promoter, subject to GCR's.

11. RACE FORMATS:

- 11.1. **The Enduro Sprint** riders will complete a Sprint circuit through bush terrain with difficult aspects of the trail. The distance of each heat will be between 4-12km. Riders complete as many heats of the course as decided by the promoter (aiming for a minimum of 4). The number of heats is to be confirmed by the Clerk of Course no later than the end of the third heat. Times will be cumulative. In the end, the rider with the least elapsed time for the class will be the winner. Timing will be done with transponders (manual backup may be used where deemed necessary by the Clerk of Course). All riders will be escorted on one sighting lap prior to their 1st race. Riders may walk the course on the day prior to the event, at a time notified in the final instruction. No riders may enter the course without permission of the Clerk of Course after racing has started.
***** The sighting lap is not compulsory – it is the rider's responsibility to enter the sighting lap within 3 minutes of the sighting lap starting or entry to sighting lap may be denied *****
- 11.2. **The Super Sprint** will be held in accordance with clause 11.1. The riders will start on track 1 and complete the first timed loop. They will then travel on a transport section (Untimed) to track 2 and commence the next timed loop when arriving (after rider interval time, 15 sec/30 sec/45sec intervals as per CofC). Riders may enter the pits between each timed loop without penalty however they will lose track position when starting on Track 2 and must position behind the next rider. Once all riders have completed Track 1, a time limit (as determined by CofC) will trigger before the start of Track 2 will close to riders. A rider must complete both track 1 & track 2 to constitute a completed heat/race.

- 11.3. **The Enduro Timecard** will be held in accordance with GCR 11.14 regulations.
Time Schedules will be issued at the event. Start order will be based on results from the previous rounds and riders will be in time slot groups – (group 2 or 3 riders to be determined by CofC on the day).
The course will consist of natural terrain and manmade tracks with a trail section before, between and after Special test loops.
- 11.4. **The Cross Country** will be approximately 10 - 25 kms in length as measured by the Clerk of Course.
All riders will ride for a determined minimum time – Riding times for each class will be notified to Rider in the final instructions. Riders may be notified of the remaining laps, at the Clerk of Course discretion. The chequered flag will be presented to the lead rider. There will be a mandatory fuel stop for all junior riders (all junior riders must take on fuel at some stage during the race.) In order for a rider to be classed as a finisher they must:
- i complete 50% of the total number of laps of the winning rider or have continuity of racing as determine by the Clerk of Course and
 - ii cross the finish line after the lead rider.
 - iii Penalties will be issued by the Clerk of Course to any rider who
 - 1 leaves the course.
 - 2 receives fuel anywhere, except in the designated GCR fuel control area.
 - 3 junior riders who do not have mandatory fuel stop.
- All riders will be escorted on one sighting lap prior to their race. Riders may walk the course on the day prior to the event, at a time notified in the final instruction. No riders may enter the course without the permission of the Clerk of Course after racing has started.
***** The sighting lap is not compulsory – it is the rider’s responsibility to enter the sighting lap within 3 minutes of the sighting lap starting or entry to sighting lap may be denied *****
- 11.5. The Clerk of Course may alter, with permission of the Steward, racing format should safety or environmental conditions warrant such change. Riders shall be notified at a rider briefing or via noticeboard of any changes
- 11.6. Championship classes will take precedence over non-championship classes
- 11.7. No riding other than in the event is permitted
- 11.8. Results will remain “Provisional” until ratified and confirmed by the Qld Enduro subcommittee

12. MACHINES AND RIDERS:

- 12.1. All machines entered must comply with the current GCR’s for Enduro Competition. Headlights are not compulsory and if fitted, do not have to be working, except for designated Enduro events where senior machines must have a working: headlight, taillight, brake light (front or rear), and side stand, only if held on public land (GCR 11.23.1.2 a). These requirements do not apply to junior classes.
- 12.2. Multiple entry of the one machine in the same class of competition is not permitted.
- 12.3. Sprint Format – Riders may scrutineer more than one motorcycle and switch prior to each heat (not during).
- 12.4. Enduro Format – Riders may scrutineer only one motorcycle.
- 12.5. Cross Country– Each rider may scrutineer only one motorcycle.
- 12.6. All bikes must be scrutineered through self-scrutineering before sign-on. Scrutineers may request further inspection and scrutineering during the event as required, or order by the Clerk of the Course.
- 12.7. Change of machine during competition for Sprint format events, are only permitted if each bike is scrutineered by the rider or team manager and paperwork submitted to the Race Secretary and approved by the Clerk of the Course
- 12.8. Helmets are mandatory by all riders whilst riding.
- 12.9. No doubling of riders is permitted at MQ event.

13. SOUND TESTING:

An effective muffler must be fitted; all machines may be subject to sound testing as per GCR’s 11.15 and sound testing maybe conducted at the event.

14. REFUELING:

- 14.1. All refuelling is to be carried out in the designated refuelling area. No refuelling outside this area. Riders Must dismount prior to refuelling. Engines must be turned off during refuelling. Enviro mats must always be used whilst refuelling. All motorcycles must be fitted with a removable cap (no fast refueler caps) a 2kg, dry powder A:B (E) class working extinguisher must be in the Pit area.

15. RIDING NUMBERS:

- 15.1. All number plates on all machines MUST comply with GCR’s 11.12.1.5.
- 15.2. You may run your state number if you are racing in that State, you hold your Senior or Junior National Licence, otherwise, you maybe require an event race number if racing outside your state.

16. TRANSPONDERS:

- 16.1. Electronic timing will be utilised, and it is compulsory for all competitors.
- 16.2. It is the competitor's responsibility to ensure that the transponder is mounted correctly and securely on their machine to prevent damage from, and fouling of, other components on their machine.
- 16.3. It is the competitor's (or the parent/guardian for junior competitors), responsibility to ensure that the correct transponder is on the correct machine prior to each event.
- 16.4. Transponders must be picked up and returned to the designated person and the competitor required to provide their MA licence in exchange for a timing transponder.
- 16.5. When a transponder is transferred to a competitor it then becomes the responsibility of the competitor to pay for any repairs or replacement costs if the transponder becomes damaged or lost in their care.

17. GRID POSITIONS:

- 17.6. Sprint Format – Start positions for the first heat will be based on the rider's finishing position in the previous round. Start positions for the other heats will be by previous results or at the discretion of the Clerk of Course.
- 17.7. Cross Country – Mass starts as per GCR's 11.13.5.4. Grids and start order to be determined by the Clerk of Course. The Clerk of Course reserves the right to seed riders into the start order for the purpose of safety before and during the event.

18. RIDERS BRIEFING:

- 18.1. 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.

19. ANTI-DOPOING POLICY

- 19.1. 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.
- 19.2. 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 MQ discretion until the results of the tests are known.

20. DRUG AND ALCOHOL TESTING:

- 20.1. 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.
- 20.2. For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 6am with the completion of the meeting for the participant being when the participant has vacated the venue.

21. CODE 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)..

22. EVENT TIMETABLE:

The Timetable and track availability will be detailed in the final instructions for each round.

23. CIRCUIT DESCRIPTION:

- 22.1. Natural bush terrain with some open fields with marking by arrows and bunting tape. All riders must ride between double arrows or within the bunted areas and within the spirit of the formed tracks and maybe subject to penalties or disqualifications if cheating or misconducted is determined by officials as per GCR's.
- 22.2. Lap Time will depend on the race format. Further details maybe advised through any final instructions for the events.

23 TRACK INSPECTION:

- 23.1. 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. See final instructions for confirmation, times and details.
 - i 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.

24. VOLUNTEER RIDERS/COMPETITORS – VOLUNTEER INCENTIVE

- 24.1. A rider may nominate to the Qld Enduro Subcommittee (QESC) prior to any event to drop that round to volunteer at the event and as such receive that rider's average series points at the end of the year in lieu of that round subject to the following requirements.
 - i The rider must nominate the round they wish to volunteer for to QESC prior,
 - ii The rider must assist in a full capacity as a volunteering at the event during and/or prior to receive series avg points (the volunteered work must be reasonable as approved by QESC to qualify)
 - iii It is subject to QESC approval prior to any volunteer acceptance.

25. PENALTIES

- 25.1. In addition to penalties in GCR's (chapter 6) and anywhere else in Supplementary Regulations or Final Instructions, any competitor found to intentionally or accidentally cutting the course, failing to ride through an arrowed gate (double arrows either side of the track), leaves the bunted track, or the spirit of the course and does not re-enter the course at the point of departure or as close a reasonably possible, considering safety and practicality, will incur the below penalties at the CofC discretion.
 - i 1st offence, the rider will receive a time penalty of last place in that class plus 50% for that heat/race.
 - ii Multiple offences, the rider will receive a DNF for that heat/race, and may continue racing the remainder of that round at the discretion of the CofC.
 - iii These time penalties are final and not subject to change if issues by the CofC during competition.

26. SPECIAL NOTES AND WARNINGS:

- 26.1. No Animals (other than registered support animals)
- 26.2. No Push bikes are permitted during racing periods through Pits or tracks.
- 26.3. Presentations after competition on the Sunday for each round/s or as defined in Final instructions. Series presentations to be held at the nominated weekend and riders must be present to receive any awards.
- 26.4. Any queries or rule interpretations including the application of penalties, should be referred in the first instance to the Clerk of Course, and if required escalated to the Steward for the event through correct processes as per GCR's.
- 26.5. Event facilities and catering maybe available on the day at each round and will be confirmed in final instructions.
- 26.6. All rubbish must be removed from your sites and skips maybe be provided for disposal.
- 26.7. See final instruction for each venue for further instructions and details.



OFF ROAD SELF SCRUTINEERING FORM COMPLETE AND PRESENT AT SIGN IN



EVENT			
LOCATION			
RIDERS NAME:		MAKE	
CLASS ENTERED:		MODEL	
RACE #		VIN #	
TRANSPONDER #			
		✓	Comment
Brakes	Front		<i>Must be fully operation, prevent wheel from turning when applied & free of leaks</i>
	Rear		<i>Must be fully operation, prevent wheel from turning when applied & free of leaks</i>
Wheels & Bearings secure			<i>Wheel must be secured, nuts tight & spokes secured. Bearings must be free from excessive movement & wear on all wheels & steering head.</i>
Machine # plates GCR 11.12.1			<i>Plates must be fitted to front & both sides of the bike with clear readability of the numbers as per GCR's for entered class.</i>
Handlebars & levers- GCR 11.18.6			<i>The ends of the handlebars or twist grip sleeves must be securely plugged to Present a flush or rounded end. Must have bar pad fitted. Levers must have ball ends.</i>
Chain guards GCR 11.18.8			<i>A chain guard must be fitted as to prevent trapping between the lower drive chain run and rear sprocket.</i>
Kill Switch GCR 11.18.6.6			<i>All machines must be fitted with an effective ignition cut-off switch located on the handlebars.</i>
Footrests GCR 11.18.5			<i>Must be rounded and free of sharp edging, hinged or pivoted with spring return.</i>
Side Stands GCR 11.18.4			<i>Must be removed or secured in the closed position</i>
Throttle GCR 11.18.6.3			<i>Throttle controls must be self-closing and free.</i>
Exhaust/Silencer GCR 11.18.3			<i>Must have silencer fitted & system secured as per GCR's.</i>
Helmet – GCR 11.11			<i>Must comply with FIM standards with approved label/sticker fitted</i>
Boots – GCR 11.11			<i>Must be of leather, plastic, or durable material & cover ¾ of lower leg with boots & pants over lapping.</i>
Gloves & Goggles GCR 11.11			<i>Gloves of leather or other material of similar or greater durability.</i>
Pants & Jersey GCR 11.11			<i>Must be long pants & sleeved and of close-knit fabric & of close fitting.</i>
Body Armour – Jnrs GCR 11.11			<i>Commercially manufactured upper body protection (front and back) must be worn.</i>

I acknowledge that the onus of presenting a safe machine & equipment that is compliant with current GCR'S remains my sole responsibility throughout the duration of the event. There will be spot checks of machines during the event.

SIGNED BY:	
RIDER & GUARDIAN:	
DATE	PRINT NAME/s:

NOTES:

1. All riders must present this form before signing on,
2. Random scrutineering will be conducted on machines and rider safety gear across all classes,
3. Incomplete forms will not be accepted.

SCRUTINEER INSPECTED	circle: COMPLIANT / NON-COMPLIANT
PRINT NAME:	SIGNATURE:



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

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

- 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.
- 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.
- 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.
- 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 acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- 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.
- 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.
- I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.



- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.
- vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Additional Clauses for Victorian Events

SCHEDULE 2

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

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

SCHEDULE 3

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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

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

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

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

Additional Clauses for South Australian Events

Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions



1. **Recreational services** are services that consist of participation in:
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.cbs.sa.gov.au

Participant: _____

Signature: _____

Date: _____

Parent / guardian declaration

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

Participant: _____

**Parent / Guardian
Signature:** _____

Date: _____

**Parent / Guardian
Name:** _____

ANNEXURE 1:

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling [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]