



The Combined Trials Clubs of NSW present

The Hell Team 2015 Australian Trials Championship
August 29th and 30th
Pacific Park Motorcycle Complex,
South Maroota, NSW.

Competitor Supplementary Regulations and
Documentation





2015 Australian Trial Championship
Saturday 29 August and Sunday 30 August 2015
Pacific Park Waterski Gardens
and Motorcycle Park NSW



SUPPLEMENTARY REGULATIONS

EVENT: 2015 Australian Trial Championship

DATE: Saturday 29 and Sunday 30 August, 2015

VENUE: Pacific Park
274 Pacific Park Rd, South Maroota, NSW, 2756

TRACK LICENCE NUMBER: TBA

MA PERMIT NUMBER: MA 1543

EVENT CONTACT Paul Arnott
c/o 11/78 Reserve Rd, Artarmon, NSW, 2064
02 8424 6400 (8am – 6pm)
0418 415 129 (After hours)

EVENT KEY OFFICIALS

Steward	Bob McGlinchy
Clerk of Course	Trevor Bennett
Race Secretary	Wendy Bennett
Scrutineer	Robert Tindall

1. ANNOUNCEMENT

The Pacific Park Trials Club, hereafter called the Promoter will conduct 2015 Australian Trial Championship at the Pacific Park Waterski Gardens and Motorcycle Park, on Saturday 29 and Sunday 30 August, 2015

2. JURISDICTION

2.1 The abovementioned meeting has been authorized by Motorcycling Australia (MA) which has issued the Motorcycling Australia Permit Number MA 1543 and is open to holders of current Motorcycling Australia National and Restricted National Licenses.

2.2 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 MA. 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	Bob McGlinchy
Clerk of Course	Trevor Bennett
Race Secretary	Wendy Bennett
Scrutineer	Robert Tindall

4. ENTRIES

4.1 Entries are now open and will close last mail Friday 7th August, 2015. Late entries may be accepted at the discretion of the promoter.

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 MA.

4.3 All competitors may enter one class only. Only entries received on the official entry form that is accompanied by the correct fee (and proof of age if required) will be accepted.

4.4 Entry fees will only be refunded if a rider informs Pacific Park Trials Club, 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 FEE

5.1					
Open Solo	\$195.00	Post Classic	\$195.00	Youth	\$120.00
Open Side-car	\$195.00	Classic	\$195.00	Open Junior	\$120.00
Masters	\$195.00	Women	\$195.00	Junior Women	\$120.00
Veterans 40 – 49 yrs	\$195.00	Veterans 50 – 59 yrs	\$195.00	Veterans 60 yrs+	\$195.00
Minders	\$80.00	Juniors	\$120.00	Air cooled mono shock	\$195.00
Team Nomination	\$50.00				

5.2 Payment by cheque, money order or direct deposit only. Any fees for dishonoured cheques will be the responsibility of the entrant.

5.3 Cheques and Money Orders are to be made payable to the Pacific Park Trials Club.

5.4 Entry will not be deemed to have been accepted until fees AND entry forms are received

5.5 Please include a self addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions. Confirmation of entry will be posted to all competitors on Friday, 14 August 2015. If any competitors are travelling during this period then contact the organiser and arrange collection prior to the event.

6. ENTRIES TO BE SENT TO;

Please send all entries to

Secretary 2015 ATC
37 Willoughby Cres
Gilmore
ACT 2905

7. ENTRY PASSES

One free entry pass will be issued for each rider, side-car passenger and minder entered in the event. Minors (competitors under 18 years) will have one additional entry pass included for their parent / guardian.

8. INSURANCE

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

8.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

9. MEDICAL SERVICES

Medical services to be supplied by St Johns Ambulance.

10. SCRUTINEERING

10.1 Scrutineering will be held on Friday 28 August between 12.00 noon and 4.00pm. On Saturday 29 and Sunday 30 August, 2015 scrutineering will commence at 7.30am and will close at 8.45am on both days. Any competitor who has not reported to machine examination by the closing time on either day will incur penalties as per GCR's. Attendance is compulsory.

10.2 All machines entered in the competition (including minder machines) must have successfully passed a machine examination prior to taking part in practice, qualifying or racing. An MA decal will be placed on the front number plate to indicate that it has been successfully examined.

10.3 Current competition licences and full riding gear must be presented at scrutineering. Eligibility checks can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-examined before participating again.

10.4 No riding or practice at the event prior to competitors presenting themselves to scrutineering. No riding will be allowed in the scrutineering / pit area. After completing machine examination and sign-in, competitors may utilize a small warm up area at a location to be advised. The warm up area will close at 8.45am each day.

10.5 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.

10.6 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.

11. LICENCES

Current MA National Competition Licence or Senior Restricted Licence must be presented at sign-on.

12. CLASSES OF COMPETITION

12.1 The following classes of competition will be offered:

Open Solo	Youth	Women
Open Sidecar	Veteran 40 – 49 years	Junior 7 to U13 years
Classic	Veteran 50 – 59 years	Junior Open 13 to U16 years
Post Classic	Veteran 60 yrs & over	Junior Women 7 to U16 years
Masters	Air cooled Mono Shock	

12.2 Youth class is for competitors aged 16 years to under 21 years as at Saturday, 29 August 2015

12.3 Masters class is for competitors aged 35 years and above as at Saturday, 29 August 2015

12.4 Open Junior and Junior Women classes are for competitors aged 13 years to under 16 years on 01 January 2015

12.5 Junior 7 – U13 years is for competitors aged 7 to 13 years on 01 January 2015

12.6 Overseas riders wishing to compete must produce authorization and obtain the relevant clearance from their FMN. They must provide their own insurance and ambulance cover.

13. ENTRIES TO CONSTITUTE A CLASS

13.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be five (5).

13.2 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 any awards will be at the discretion of the Pacific Park Trials Club subject to MA approval.

14. TEAMS CHAMPIONSHIP

14.1 A team's championship will be conducted as part of this event. Each team shall consist of four riders, each from a separate class

14.2 Teams shall fit into one of the following categories: State team, Trade team or Club team. Teams must be nominated by the closing date of entries, and no changes shall be permitted after this date

14.3 Each team nominated shall attract a team nomination fee of \$50.00

14.4 Each team competitor may enter a maximum of once in each category of team. That is, a rider can be in a maximum of three teams, one State team, one Trade team and one Club team.

15. EVENT SCHEDULE

15.1	Friday 28 August 2015	Gates to property open Signup and Practice (not compulsory)	11am 12.00 noon to 4pm
	Saturday 29 August 2015	Gates to property open Machine examination and sign on Riders briefing Sections open Sections close Finish time	7.15am 7.30am to 8.45am sharp 9.00am Attendance compulsory 10.00am 4.00pm 4.15pm
	Sunday 30 August 2015	Gates to property open Machine examination and sign on Riders briefing Sections open Sections close Finish time	7.15am 7.30am to 8.30am sharp 8.30am Attendance compulsory 9.00am 3.00pm 3.15pm

15.2 All sections will be closed at the advertised time. If a competitor is attempting a section at the designated closing time he / she will be permitted to complete that section. However any rider astride their machine and in a queue at the section entrance at the designated closing time will not be permitted to complete that section.

15.3 All score cards must be handed to the scorers prior to the finish time for each day as listed above, otherwise penalties as per GCR's will be applied

15.4 For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be 7.30am with the completion of the meeting for the participant being when the participant has vacated the venue.

16. AWARDS

16.1 Trophies will be awarded for 1st to 3rd place for all classes, as well as MA Championship Medallions

16.2 The promoter reserves the right to vary these awards depending on the number of entries in each class

16.3 Team awards and special awards as determined by the Promoter will also be presented.

17. PRESENTATIONS

Presentation will commence as soon as possible after the completion of the Sunday competition. The presentation ceremony will be held at Pacific Park.

18. MACHINES AND RIDERS

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

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

18.3 Change of machine during the event may be permitted providing approval has been sought from the Clerk of the Course. Refer to GCR 23.12.5.1 for further information.

18.4 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.

18.5 Identification plates must be fitted to all machines as per GCRs and must include the riders (and passenger if applicable) first name and surname. Competitors in each class shall have a coloured background as listed below:

Open Solo -	Red background	Junior Women -	Black background
Open Sidecar -	Red background	Junior 7 – U13 years -	Black background
Youth -	Yellow background	Classic -	Black background
Women -	White background	Veterans -	Blue background
Masters -	Yellow background	Post Classic -	White background
Air cooled mono shock -	Blue background	Open Junior -	White background

18.6 All machines must be fitted with a cut out switch attached by a lanyard to the rider. Refer to GCR 23.16.4.1. 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.

19. RIDERS' BRIEFING

A riders' briefing will be held at 9.00am on Saturday and 8.30am on Sunday prior to the commencement of competition, which ALL competitors MUST attend.

20. COURSE

20.1 The course will be closed eight (8) days prior to the event

20.2 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 the property at which the event is being held via any means.

20.3 The number of sections and laps to be completed each day will be announced at the riders briefing. Other details regarding the format of each days riding will also be provided at the riders briefing.

20.4 The standard of sections for each class will be set to cater for competitors of all abilities. While there will be section of above average, average and below average difficulty in each grade, the promoter will endeavor to cater for riders of all abilities. It is likely that within each class of sections, there will be three or four sections per day that would be regarded by most competitors as extremely difficult. These sections will be intentionally marked this way to ensure that the best riders in each class have a significant challenge in these sections, thus hopefully avoiding any ties on zero points lost.

20.5 In the event of Ties, they shall be resolved as per GCRs. Should a Ride-off be required, the Clerk of Course shall decide the sections and severity of sections to be used in the Ride-off.

21. COURSE INSPECTION

21.1 All competitors will be given the opportunity to inspect the course on the morning of Friday 28th August. Inspection guidelines will be posted at the Admin Tent on Thursday 27th August.

This inspection must be done on foot. This is an inspection ONLY. No modification to the course will be allowed by competitors during inspection.

Penalties for breaching these rules will be strictly enforced.

21.2 Competitors who are not satisfied with any aspects of the course can present these concerns to the Clerk of Course by 1pm on 28th August. If those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

22. FACILITIES

22.1 A canteen will be available on both days with hot and cold food and drinks available for purchase. Please support our volunteers by purchasing your food and drinks on site.

22.2 Male and Female toilets will be available at the venue

22.3 Camping will be available at this venue. Please contact Pacific Park Waterski and Motorcycle Club.

23. NOISE

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course. Refer to GCR 23.13 for details.

24. ANTI-DOPING POLICY

24.1 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.

24.2 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 giving of awards may be delayed at MA's discretion until the results of the tests are known.

25. DRUG AND ALCOHOL TESTING

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

26. CODE OF BEHAVIOUR

All competitors, officials and parents are reminded of MA's Code of Behaviour contained within MA's Member Protection Regulations, found at www.ma.org.au or Chapter 25 of the GCRs, which is a guide to appropriate behavior at all motorcycle race meetings which includes social media and cyber bullying. This Code of Behaviour applies to this Meeting and will be enforced.

27. ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

All competitors, officials and parents are reminded of MA's Electronic Communications and Social Media Policy, found at www.ma.org.au, which sets out a framework for acceptable online behavior where communications involve fellow MA members, volunteers, officials, coaches, sponsors, partners, staff and any other connected persons.

28. ADMISSION CHARGES

As per section 9 of the Supplementary Regulations, all competitors will be provided with an entry pass to allow free entry to the site, and one additional pass will be provided for a parent / guardian for competitors under the age of 18 years. Admission price TBA

29. MINDERS

29.1 Minders are considered to be competitors as per GCRs and as such must have a current MA licence.

29.2 Minders, like their entrant, must obey the current GCRs, these Supplementary Regulations and any instruction given to the riders at the briefing.

29.3 The following rules with regards to minders must be adhered to:

- (a) 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 specifically been requested to do so
- (b) Minders are not allowed in a section while a rider other than the appointed rider is attempting that section
- (c) Minders are only permitted in a section with the knowledge and permission of the observer
- (d) Minders must wear identification provided by the Promoter at all times during the event.
- (e) Minders must not present score cards to the observer for marking. This is the rider's responsibility
- (f) Any penalty accrued by a Minder will be imposed on their nominated rider
- (g) Minders may only mind for the rider with which they have entered, however with the permission of the observer they may act as a catcher for any rider.

30. PRACTICING VENUE

A Practice area will be provided at the event and will be open on Friday 28 August 2015 between the hours of 12 noon and 4.00pm. All competitors must be signed in and scrutineered and must present their MA competition licence prior to practice commencing.

31. PENALTIES

Penalties will apply as per GCRs 23.12.3.2

PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE 2015 AUSTRALIAN TRIAL CHAMPIONSHIP

WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

1. I THE UNDERSIGNED (see below): [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the Motorcycle Activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

2. DEFINITIONS In this declaration:

- a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include:
 - (i) a claim against MA, the Motorcycling Organisations and the Indemnitees by any person expressly entitled to make a claim under a MA Insurance Policy; or
 - (ii) a claim against MA or the Motorcycling Organisations under any right expressly conferred by its constitution or regulation;
- b) "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) "MA" means Motorcycling Australia Limited;
- d) "State Controlling Body" ("SCB") means a state or territory motorcycling association affiliated as a member of MA;
- e) "Motorcycling Activity" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
- f) "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

3. RISK WARNING

I ACKNOWLEDGE that motorcycle sport is inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with engaging in the sport (whether as a competitor, recreational rider, coach, official or media) which include, but are not limited to the following:

- i) that physical and mental injuries can and often do occur, which may result in me being hurt or even killed;
- ii) that my machinery or equipment may be damaged, lost or destroyed;
- iii) that competitors may ride dangerously or with a lack of skill;
- iv) that track or Event conditions may be hazardous and may vary without warning or predictability;
- v) that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
- vi) that any policy of insurance of or in respect of my life or physical or mental health may be voided;
- vii) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
- viii) that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- b) I acknowledge I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.
- c) By signing this participant declaration form I acknowledge, agree, and understand that participation in the recreational services provided by MA, the Motorcycling Organisations and the Indemnitees, may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002 (NSW)*, *Civil Liability Act 2002 (WA)* and *Civil Liability Act (Tas)*.

4. WAIVER

- a) I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition*

and *Consumer Act 2010 (Cth)*) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

- b) I acknowledge that If I sign this participant declaration form, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 4 to this participant declaration form.
- c) To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnitees will, at the discretion of MA, the Motorcycling Organisations and the Indemnitees, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

5. INDEMNITY AND RELEASE

IN CONSIDERATION of the acceptance of me as a participant in the Meeting, I, to the extent permitted by law:

- (a) release and will release the Indemnitees from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Motorcycling Activity;
- (b) release and indemnify the Indemnitees against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Indemnitees or in any other manner whatsoever; and
- (c) indemnify and will keep indemnified the Indemnitees to the extent permitted by law in respect of any Claim by any person:
 - (i) arising as a result of or in connection with my competition or my participation in the Motorcycling Activities;
 - (ii) against the Indemnitees in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the Indemnitee's rules and/or directions.

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Indemnitees.

6. The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
7. A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

8. MEDICAL

I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.

9. I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

10. PRIVACY

MA, my SCB and the Pacific Park Trials Club, use and disclose personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, recording results and providing member services or promotional material. MA collects, uses and discloses personal information in accordance with its privacy policy. MA may share your information with third parties as required by law, and including but not limited to disclosing your personal information for the purpose of administering the Event. The MA privacy policy contains information about how to access and correct personal information held by MA or how to make a complaint. Applications or services may be rejected if requested information is not provided. In certain circumstances, your information may be disclosed overseas, for example, to FIM. Contact information and a copy of MA's privacy policy is available on our website at www.ma.org.au.

11. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below:

a) I ACKNOWLEDGE that:

- i) If I am injured, become ill or die at or following the Event the services engaged to provide medical services in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- ii) MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
- iii) It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- b) IN CONSIDERATION of my acceptance as a participant in the Meeting I consent and agree that MA and my SCB:
 - i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
 - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- c) I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

12. POLICIES AND REGULATIONS

- a) I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time.



PARTICIPANT DECLARATION

Copies of all MA rules, policies and regulations are available by contacting the MA office. I agree to follow any rules set by the Motorcycling Organisations in connection with any Motorcycling Activities and if I fail to comply with the Motorcycling Organisations rules and/or directions, I will not be permitted to participate or continue to participate and no refund will be given.

- b) All participants are bound by the MA anti-doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority ("ASADA") is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

13. RIGHT TO USE IMAGE

Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by Pacific Park Trials Club and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to Pacific Park Trials Club using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote Pacific Park Trials Club or the Event.

14. PREVAILING CONDITIONS

You acknowledge and agree that:
(a) motorcycling and the Motorcycling Activities can and will be affected by the weather which may change without warning;

- (b) there is often an element of the "luck of the prevailing conditions" when undertaking the Motorcycling Activities over which the Motorcycling Organisation or any of them have no control;
(c) unintended incidents may occur during motorcycling including defects in the track hidden.

15. GOVERNING LAW

The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction

**SIGN
HERE**

16. EXECUTION I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS PARTICIPANT DECLARATION (INCLUDING THE RISK WARNING AND WAIVER) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

NAME (PRINT): _____ SIGNATURE: _____ DATE: _____

PASSENGER (PRINT): _____ SIGNATURE: _____ DATE: _____

15. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it; b) I/we consent to the entrant participating in the Event; AND c) I/we are aware of the risks set out in Clause 3 above and agree to the waiver in clause 4; d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

16. IN CONSIDERATION of the entrant being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnites in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this participant declaration,

PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____

PASSENGER'S PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
2) Motorcycling Australia Ltd
3) Motorcycling NSW
4) Pacific Park Trials Club
5) Dave and Glynis Marchant
6) St Johns Ambulance
7) 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 Event
8) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

Saturday 29 and Sunday 30 August, 2015

SCHEDULE 3:

Pacific Park Trials Club, 274 Pacific Park Rd, South Maroota, NSW

SCHEDULE 4

For recreational services or activities provided throughout Australia:

For recreational services to which the Australian Consumer Law (Commonwealth) applies:

By signing this form, I agree that the liability of the MA, the Motorcycling Organisations and the Indemnites in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- (a) death;
(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
(c) the contraction, aggravation or acceleration of a disease;
(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
(i) that is or may be harmful or disadvantageous to me or the community;
(ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, I agree that the liability of MA, the Motorcycling Organisations and the Indemnites in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW)) or Civil Liability Act 2002 (WA), as applicable) for any:

- (a) death;
(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
(c) the contraction, aggravation or acceleration of a disease;
(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs;

PARTICIPANT DECLARATION

- (i) that is or may be harmful or disadvantageous to me or the community;
- (ii) that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

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 suppliers named on this form, MA, the Motorcycling Organisations and the Indemnites, are required to ensure that the recreational services supplied to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (c) 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 (Vic)*, the supplier is entitled to ask you to agree that these conditions 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 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 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of MA, the Motorcycling Organisations and the Indemnites for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012*) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application to compete form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of MA, the Motorcycling Organisations and the Indemnites flowing from them, are expressly excluded to the extent possible by law, by this application to compete form and declaration. To the extent of any liability arising, the liability of MA, the Motorcycling Organisations and the Indemnites will, at the discretion of MA, the Motorcycling Organisations and the Indemnites, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

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
- (b) 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
- (c) 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 (SA)*, 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 MA, the Motorcycling Organisations and the Indemnites 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:

- (a) Recreational services are services that consist of participation in - • 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.
- (b) 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

For recreational services or activities provided in Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and MA, the Motorcycling Organisations and the Indemnites incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

The Hell Team 2015 Australian Trials Championship
August 29th and 30th
Pacific Park Motorcycle Complex,
South Maroota, NSW.



Team Nomination Form

There will be Rider Team nominations available in 3 groups:

1. State Teams – QLD, NSW, VIC, SA, TAS, WA, ACT, NT
2. Trade Teams – Gas Gas, Sherco, Montesa etc etc
3. Club Teams - PPTC, BWPMC, TCV, LRMC etc etc

All Teams must be made up of 4 riders.

Each Team member must compete in a separate class.

Points will be awarded for each competitor based on the position they achieve in their chosen class.

1st 25 points, 2nd 20 points, 3rd 17 points, 4th 15 points, 5th 14 points, 6th 13 points etc etc

The Team with the highest combined score wins in each Team group.

Each rider may enter only once in each Team Group (eg: 1 x State, 1 x Trade, 1 x Club per rider)

Entry fee is \$50 per Team

State Team	
Trade Team	
Club Team	

Rider 1	
Rider 2	
Rider 3	
Rider 4	

Team entry fees must be paid to The Pacific Park Trials Club:

BSB: 062 223

account#: 1034 6959

Pacific Park Trials Club Inc.

The Hell Team 2015 Australian Trials Championship
August 29th and 30th
Pacific Park Motorcycle Complex
South Maroota, NSW.



Sponsorship Packages Available.



1. Naming Rights / Major Sponsor:

Kindly accepted by The Hell Team Trials Store.

The combined Trials Clubs of NSW thank Paul Arnott and The Hell Team Staff for their continued support of Trials in Australia.

2. Trade Sponsors:

All Trade sponsors will be supplied with space to market and promote their products at the event, and also 1 full page in the event program. (Artwork to be supplied). No branded Vans, or marquees etc will be allowed in the commercial area of the event (Trade Alley) without this sponsor package. No commercial undertakings will be allowed in the pit area whatsoever during the event.

\$500.00

3. Class Sponsors:

Sponsors are being sort for each grade. Example The (your name) Masters Class. When referring to classes Sponsors names will be used. Included is one half page ad space in the event program. Includes two free tickets to both days of competition. Includes 2 x Event t-Shirts.

\$200.00

4. Section Sponsors:

Section sponsors will have one competition section named after their company / product etc. Company signage and promotional material can be erected/hung etc at the nominated section. One quarter page ad space is available in the program FOC. One event T-Shirt supplied FOC.

\$120.00

Other sponsorship opportunities are available. Please contact Paul McGrath for details.

MBL: 0413 997 465

Email: paulmac@dialoguemc.com

**The Hell Team 2015 Australian Trials Championship
 August 29th and 30th
 Pacific Park Motorcycle Complex.
 South Maroota, NSW.**



Rider Information

Event Program:

Rider information may be included in the event program. Please fill out the table below and supply an action or portrait photo of yourself to: team@gasser.com.au for inclusion in the program. (Print deadline for contributions is July 20, 2015).

Please also supply any website or Facebook links to your pages you may require.

Name	
Age	
State, Country	
Bike brand	
Sponsors	
Nat Ranking	
Best results	
Other Information	

I the undersigned consent to this information being used by the organisers of the 2015 Australian Trials Championships, and its subsidiaries, for promotional use including print and digital media.

Name:.....Signature:.....

The Hell Team 2015 Australian Trials Championship August 29th and 30th Pacific Park Motorcycle Complex, South Maroota, NSW.



Additional Information

Event Site:

The 2015 Trials Championship will be held at Pacific Park Motorcycle Complex, Pacific Park Drive, South Maroota, NSW.

Pacific Park is approx. 1 hour north of the CBD of Sydney, on the banks of the Hawkesbury river, situated mid way between Windsor and Wiseman's Ferry. If you put 1000 Wiseman's Ferry Rd, South Maroota, NSW into a GPS it will take you right to the entrance of the Park.

Further information:

There is comprehensive information about the event to be found on the Event website. The web address is: <https://aussietitles.wordpress.com/>

Observers:

If you or any of your family or friends would like to observe one or both days, please call Matthew Charles: 0408 497 898 or email - mattcharles62@gmail.com

