



SUPPLEMENTARY REGULATIONS
**2019 MotoGC-HCV
Interclub
Pony Express**



MEETING NAME
MotoGC-HCV Pony Express

PROMOTER
The Harley Club of Victoria

RACE SECRETARY
Cindy Hind

STEWARD
Brian Kelly

VENUE
State Motorcycle Sports Complex - Broadford
(Channel 'O' Enduro Loop & Motocross track)

ADDRESS
260 Strath Creek Rd Broadford

CLERK OF COURSE
Rob Miller

DATE
June 2nd, 2019

PERMIT NUMBER
30748

CONTACT NUMBER/S
Entries: 0419 565 451
sportsec@theharleyclubofvictoria.com.au

1. ANNOUNCEMENT

The Harley Club of Victoria, hereinafter called the PROMOTER, will conduct the HCV Pony Express at Broadford Motorsport Complex on June 2nd, 2019.

2. JURISDICTION

The abovementioned meeting has been authorised by Motorcycling Victoria (MV) and will be held in accordance with the General Competition Rules (GCR's) of Motorcycling Australia (MA), the by-laws of MV, these Supplementary Regulations and any final instructions issued by the stewards of the meeting.

BY ENTERING THIS MEETING ALL PARTIES AGREE TO COMPLY WITH THESE RULES, REGULATIONS, BY-LAWS AND INSTRUCTIONS.

3. ENTRIES

Entries will be accepted forthwith from current MA Senior National (SNA) licence holders. Current competition licence and current club membership card must be produced at sign in. One day competition licences will be available on the day at \$75 - pre-paid.

Entry via Cloud Entries Only (<http://www.cloudentries.com.au>) - \$70.00* per rider. Entries close midnight Wednesday May 22nd or when 200 entries are received, whichever occurs first. No entries by mail or on the day.

*Includes \$27 MV levies.

Invited clubs are:

MCRCV, Diamond Valley MCC, Dandenong MCC, Wildwood Rock MCC, Seymour MCC.

If you are not a member of one of these clubs you can purchase a Harley Club one day membership for \$10.00.

3.1 TRANSPONDERS

Mylaps Flex or X2 transponders (MX type) required for lap scoring. Limited numbers available for hire at \$25 each.

4. MEDICAL SERVICES

The Event Medical Team will be in attendance from the entirety of the event.

5. SIGN IN

Sign in for the abovementioned event will take place from 7:30am to 9:30am.

6. RIDERS BRIEFING

Attendance at the Riders Briefing is compulsory. The Riders Briefing will take place at 10:00am.

7. MACHINE EXAMINATION

7:30am to 9:30am

All machines must comply with the 2019 GCR's.

8. CLASSES

The event will consist of 6 classes:

- 1: Ironman – 1 rider - open age.
- 2: Up to 49 years combined ages of both riders.
- 3: 50 to 64 years combined.
- 4: 65 to 79 years combined
- 5: 80 years and over combined.
- 6: Womens teams – open age.

9. MINIMUM ENTRIES

A minimum of 4 teams to constitute a class. The club reserves the right to cancel / combine classes at its discretion.

10. RACE NUMBERING

Race numbers will be supplied and issued on the day.

11. START

Starts will be conducted with *dead engines* at 90 second intervals in the following order:

Ironman, up to 49yrs, 50 to 64yrs, 65 to 79yrs, 80yrs+, Women.

12. RACE FORMAT

12.1 Ironman: One rider – 4 hours.

12.2 Pony Express (Teams): Two riders, one rider per lap, 4 hours duration. Riders must change at the end of each lap. Failing to do so will result in disqualification. Riders may share a machine or ride individual machines. In the case of individual machines; should one break down, riders may continue on the one remaining.

13. MACHINE SUBSTITUTION

No machine substitution once competition is underway. (See 'General' 2.)

14. AWARDS

Trophies will be presented for 1st, 2nd & 3rd placing of each class and outright – (1st only)

15. CODE OF CONDUCT

All competitors, officials and parents are reminded of the Motorcycling Australia By-Law – CODE OF CONDUCT (as stipulated in the GCR's) which is a guide to appropriate behavior at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

16. TIMETABLE FOR EVENT

Sunday June 2nd 2019:

Sign On and Machine Examination	7:30am – 9:30am
Riders Briefing	10:00am
Sighting Lap	10:30am
Racing Starts	11:00am
Racing Concludes	3:00pm

17. VENUE DESCRIPTION

Track surface is dirt.

GENERAL

- Noise:** Sound testing will be conducted on the day and all machines must comply with rule 12.15 as set out in the *2019 Manual of Motorcycle Sport*.
- Change of Motorcycle:** A change of motorcycle may be permitted up to 15 minutes before the start of the race provided that the notice is in writing and handed to the secretary of the meeting and approval obtained by the stewards.
- Riding of Motorcycles:** The riding of any competing motorcycles in the car park or camping area is not permitted. Infringing riders will be brought before the stewards of the meeting. Any offender may be fined \$50.00, which must be paid before any further participation is permitted. No pit bikes or non - competing motorcycles are permitted to be ridden at any time at the venue.
- No Hassle Policy:** Any rider, entrant or person associated with a rider or entrant shall conduct themselves in an orderly manner in any dealings whatsoever, with any official of the meeting. A rider shall be responsible for his/her own conduct and that of any person with whom he/she is associated who abuses or threatens in any manner, either verbally or physically, any official. Penalties, which may be imposed by the stewards for breach, include reprimand or warning. A minimum \$50.00 fine or exclusion from the meeting.
- Abandonment:** In the event of the meeting being abandoned due to circumstances beyond the control of the promoters before racing commences, entry fees will be returned, less a fee per entry to cover administration costs. Once the competition has commenced only the stewards of the meeting have the authority to abandon the meeting and their decision shall be final. In such cases the stewards will rule on the results according to the circumstances.
- Bicycles:** Bicycles are not permitted in the pits or on the racing circuit. No Pit Bikes will be allowed anywhere at this complex.
- Animals:** Are not permitted into the grounds. Except animals of assistance.
- Reservations:** The Stewards of the meeting reserve the right to alter, postpone or cancel all or part of the events program.
- Unauthorised:** Persons are prohibited from entering the track infield area. Such unauthorised persons will be removed from prohibited areas.
- IMPORTANT NOTICE TO ALL RIDERS/ENTRANTS/PARENTS/GUARDIANS: CAPITAL BENEFITS INSURANCE IS APPLICABLE TO ALL RIDERS WITH A CURRENT LICENCE.**
It is conditional upon acceptance of this entry that it is fully understood by the rider/entrant/parent/guardian to arrange personal injury and ambulance transportation insurance cover in case you should require the same during the running of this competition.
- RIDERS INSURANCE:** The Motorcycling Australia Insurance Scheme provides: As per *2019 Manual of Motorcycle Sport*.
- No alcohol** allowed into the track area or the pits during racing.

Proudly Sponsored by:



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/WE THE UNDERSIGNED (see below): [Insert Name]

Rider1: _____

Rider 2: _____

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I/we am/are 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, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
- b) "Indemnities" 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 Activities" 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. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
 - i) that I may be injured, physically or mentally, and may be 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) the Indemnities do not make any warranty that the services at the Meeting will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- c) to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- d) have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions 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;
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, 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 Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnities.

5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnities and each of them in the following manner:
 - i) that I participate in the meeting at my sole risk and responsibility;
 - ii) that I accept the Venue as it stands with all or any defects hidden or exposed;
 - iii) that I indemnify and hold harmless the Indemnities, their respective servants, agents, officials and competitors against any actions, costs, losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnities and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- 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 Indemnities 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 Indemnities (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnities 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

I hereby consent to the collection of my personal information by the The Harley Club of Victoria, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by The Harley Club of Victoria and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by The Harley Club of Victoria by contacting The Harley Club of Victoria at 173 Mascoma St Strathmore or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

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 party listed at Item 8 in Schedule 1 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 an entrant 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

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. Copies of all MA rules, policies and regulations are available by contacting the MA office.

- 13. 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 The Harley Club of Victoria and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to The Harley Club of Victoria using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote The Harley Club of Victoria or the Event.

SCHEDULE 1:

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) SCB: Motorcycling Victoria
- 4) Event Organizer: The Harley Club of Victoria
- 5) Track Hirer: The Harley Club of Victoria
- 6) Land Owner: Motorcycling Victoria
- 7) Event Medical Team

- 8) 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
- 9) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

SCHEDULE 2:

7:30am to 3:00pm, May 26th 2019

SCHEDULE 3:

Broadford Motorcycle Sports Complex

**SIGN
HERE**

14. EXECUTION I / WE THE UNDERSIGNED STATE THAT I /WE HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

NAME RIDER 1(PRINT): _____ **SIGNATURE:** _____ **DATE:** _____

NAME RIDER 2(PRINT): _____ **SIGNATURE:** _____ **DATE:** _____

15. THIRD PARTY INDEMNITY WHERE PARTICIPANTS ARE UNDER 18 YEARS OF AGE

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

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, dangers and obligations set out in Clause 3 above; d) I/we acknowledge that the entrant(s) is/are 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(s) being accepted as a participant in the Meeting I/WE HEREBY INDEMNIFY AND RELEASE the Indemnities 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 declaration,

PARENT/GUARDIAN RIDER 1: _____ **SIGNATURE** _____ **DATE:** _____

PARENT/GUARDIAN RIDER 2: _____ **SIGNATURE** _____ **DATE:** _____