



PENRITE HATTAH DESERT RACE 2020

3rd, 4th and 5th JULY 2020

BOONONAR ROAD COLIGNAN



SUPPLEMENTARY REGULATIONS

Conducted under the jurisdiction of Motorcycling Victoria

Motorcycling Victoria permit No: TBA

Promoted by

NORTH WEST VICTORIAN MOTORCYCLE CLUB

Contact Details

For queries regarding your entry and race details, please contact:

Gary Leeson
Race Secretary
North West Victorian Motorcycle Club
PO Box 2277
MILDURA VIC 3502
Tel: 0418 553 568
Email: hattah@northwestvicmcc.com.au
Website: www.hattahdesertrace.com.au

For queries regarding MV licences please contact:

Motorcycling Victoria
PO Box 3
Broadford VIC 3685
Tel: 03 57842 827
Email: info@motorcyclingvic.com.au
Website: www.motorcyclingvic.com.au

**THESE SUPPLEMENTARY
REGULATIONS MUST BE READ.**

**PARTICIPANT DECLARATIONS AND
INDEMNITY FORMS MUST BE SIGNED
BY ALL COMPETITORS INCLUDING ALL
PARENTS/GUARDIANS FOR JUNIOR
ENTRIES**

**THESE FORMS WILL BE AVAILABLE AT
THE SIGN ON/SCRUTINEERING AREA
ON FRIDAY 3rd JULY 2020.**

1.0 ANNOUNCEMENT

The North West Victorian Motorcycle Club, hereafter called the PROMOTER will conduct an Open Event known as the 2020 Penrite Hattah Desert Race for junior Solos on Saturday 4th July 2020 and Senior Solos on Sunday 5th July 2020 at Nangiloc and Colignan Farms, Marwood, and Nulty properties.

2.0 JURISDICTION

The above mentioned event will be authorised by Motorcycling Victoria which has issued the Motorcycling Australia permit number and open to holders of current Motorcycling Australia National Competition Licences. The event will be held in accordance with the current General Competition Rules (GCR's), these Supplementary Regulations, and any final instructions approved by Motorcycling Victoria.

By entering this event all parties agree to comply with these Rules, Regulations, By-Laws and Instructions. The Promoter reserves the right to reject any entry at their absolute discretion.

3.0 SENIOR OFFICIALS

The following senior officials have been appointed:

Steward	Brendan Gledhill
Assistant Steward	Murray Follett
Clerk of the Course	Geoff Gunn
Assistant Clerk of Course	Shaun Stephens
Race Secretary	Gary Leeson
Assistant Race Secretary	Jenny Halls

4.0 ENTRIES

4.1 Only full national senior and junior licences will be accepted. One event licences will not be considered.

4.2 Online Entries will open on Sunday 19th April 2020 at 9am as per the schedule below, and close when capacities are met or finalised.

4.2.1 Juniors Open from 9am – 11am

Seniors Open from 1pm – 4pm
(please note that in previous years

If capacities aren't met, further instructions will be published on the website :
www.hattahdesertrace.com.au on available entry times.

4.3 Only entries received on the official website : www.hattahdesertrace.com.au accompanied by the correct fee will be accepted. (Approved Wild Card applicant exempt)

There will be a **CAP** on riders in all classes – Juniors 350 riders all classes combined. Senior Ironman 400 riders all combined. Once the caps are met **NO** further entries will be accepted. (Approved Wild Card applicant may be included at discretion of 2020 Hattah Desert Race Committee)

4.3.1 The top 3 place getters from the previous year in every class (juniors and seniors) will have automatic inclusion (upon receipt of entry fee), if so desired.

4.3.2 Entry fee:

Juniors	\$245	Entry including supply and hire of transponder
	\$225	If using your own MyLaps transponder
Seniors	\$440	Entry including supply and hire of transponder
	\$420	If using your own MyLaps transponder

Ladies 4 laps \$300 Entry including supply and hire of transponder
\$280 If using your own MyLaps transponder

Ladies 8 laps \$440 Entry including supply and hire of transponder
\$430 If using your own MyLaps transponder

All classes **MUST** have 6 entrants to constitute a competition

Payment by PayPal or Credit Card only. **No exceptions.**

Confirmation of entry including riders name and racing number will be updated regularly on website www.hattahdesertrace.com.au

4.3.3 Wild Card

The 2020 Hattah Desert Race Committee reserves the right to receive and approve an application for a Wild Card entry outside the regulations stated at 4.2 and 4.2.1. Such application must be submitted via the approved Wild Card entry form which can be obtained by contacting the Race Secretary. The Wild Card application is not to be considered an alternate entry process. Any Wild Card entry will only be considered if it is deemed to be overwhelmingly in the best interests of the Hattah Desert Race.

4.4 RIDING NUMBERS

The top 40 senior outright positions from the previous year will be allocated their respective placing number for the 2020 event.

All other senior competitors, you will be allocated a number in your relevant class by the order of receipt of entry. **The Hattah Desert Race does not recognise National Race numbers.** Confirmation of allocated numbers will be available once the verification process has been undertaken and will be listed on the website www.hattahdesertrace.com.au

Where classes attract more than 100 entries, the number range will be started again, prefixed with an X.

Riders must ensure these numbers are clearly visible at all times, including at scrutineering and during the event. If no numbers are displayed on the bike it will not be scrutineered.

Seniors only –

Class	Number range
Ladies 4 laps	50 – 79
Ladies 8 laps	80 - 99
Up to 250cc 2 stk	100 – 199
251cc and above 2 stk	200 – 299
Up to 250cc 4 stk	300 – 399
251 – 450cc 4 stk	400 – 499
Over 450cc 4 stk	500 – 599
Veterans 35 – 44 yrs	600 – 699
Masters 45 yrs and over	700 – 799
Under 19 yrs unlimited bike	800 – 899

- 4.5** In the case of postponement or abandonment of the event, all or any part of the entry fee may be retained by the North West Victorian Motorcycle Club, if such retention is approved by Motorcycling Victoria.
- 4.6** **Late entries will not be accepted except for the inclusion of a Wild Card entry which may be considered at any time at the discretion of the Race Secretary and Officials of the Hattah Desert Race Committee.**
- 4.7** **Race Teams wishing to be recognised as an Official Registered Race Team for the 2020 Hattah Desert Race need to apply with the Race Secretary by using the Application for Team Registration. Each registered Race Team will have up to 3 registered competitors and the ability to change these competitors up until Thursday the 4th July 2020. Criteria and registration application forms available on the Official Hattah web site. Limited team registrations available.**
Official registered Race Teams will be allocated pit space by the Hattah Desert Race Committee, in a prominent position for the benefit of spectators and the event.
- 4.8** **Any rider withdrawing from the event after entries have been finalised will only receive a refund if a valid doctor's certificate is provided. North West Victorian Motorcycle Club will retain 25% per entry administration fee for any refund granted.**

4.9 PRIZE MONIES AND AWARDS

OUTRIGHT	1ST	2ND	3RD
	\$7000	\$5000	\$3000
LEADER OF EACH LAP	\$100 PER LAP		
WINNER TOP 10 SHOOTOUT	\$1500		
JUNIORS	NIL	NIL	NIL
65cc 7-U9			
65CC 9-U13			
9-U12 (SMALL WHEEL ONLY) 85CC 2STK & 150CC 4 STK			
GIRLS 7 – U12 CLASS			
12-U16(SML& BIG WHEEL) 85CC 2STK & 150CC 4 STK			
100cc-150cc 2 STK 13-U16			
200CC-250cc 4 STK 13-U16			
GIRLS 12 – U16 CLASS			
SENIORS	1ST	2ND	3RD
UP TO 250CC 2 STROKE	\$550	\$450	\$350
251CC & OVER 2 STROKE	\$550	\$450	\$350
UP TO 250CC 4 STROKE	\$550	\$450	\$350
251CC - 450CC 4 STROKE	\$550	\$450	\$350
OVER 450CC 4 STROKE	\$550	\$450	\$350
VETERANS 35-44 YRS AT 01/01/2020	\$550	\$450	\$350
MASTERS 45 & OVER AT 01/01/2020	\$550	\$450	\$350
UNDER 19 YRS AS AT 01/01/18 UNLIMITED ENGINE CC	\$550	\$450	\$350

LADIES TENACIOUS WOMEN OF HATTAH 8 LAPS	\$550	\$450	\$350
LADIES TENACIOUS WOMEN OF HATTAH 4 LAPS	\$450	\$350	\$300

NOTE: Age is at 1/1/20

Juniors will receive a trophy for 1st, 2nd and 3rd place.

Seniors will receive a trophy for 1st, 2nd and 3rd place plus prize money.

Outright will receive a trophy for 1st, 2nd and 3rd place plus prize money.

4.10 GST

The Goods and Services Tax affects the payment of prize money. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 46.5% of prize money over \$50 which is otherwise payable to you. Please tick one of the boxes on the online entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

4.11 ENTRIES TO CONSTITUTE A CLASS

To constitute a class, the number of contestants entered and competing in each class shall be 6. Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prize money will be at the discretion of the North West Victorian Motorcycle Club, subject to Motorcycling Victoria's approval.

4.12 PIT PASSES

Four passes per senior entrant for Sunday competition – no passes for junior entrants.

Only one vehicle pit pass per entrant. No exemptions

Vehicle pass must be displayed and affixed to top Right hand portion of the windscreen. **NO STICKER NO ENTRY**

All oversize vehicles require prior arranged specific parking permit and are to park in allocated area only. Permits available from Race Committee upon written request to hattah@northwestvicmcc.com.au Limited spaces available

INSURANCE

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

4.12.2 Personal Accident Insurance is the responsibility of the individual.

4.12.3 **Current** Ambulance insurance/cover is compulsory. It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

4.13 MEDICAL SERVICES

Rural Ambulance Victoria with MICA Paramedics and Victorian Medical Assistance Team (VMAT) will be in attendance from 7.00 am on Saturday 4th July and from 8.00 am on Sunday 5th July.

4.14 EVENT FORMAT, SCHEDULE AND DESCRIPTION

4.14.1 CIRCUIT DESCRIPTION

PROLOGUE TRACKS

Junior Small Wheel	5km
Junior Big Wheel	5km
Senior	5km

RACE TRACKS

Race tracks are of natural terrain

Junior Small Wheel	12km
Junior Big Wheel	22km
Senior	37km

All race tracks will be running anti clockwise

4.14.2 RACE DURATION

Seniors	8 laps
Ladies	4 laps
Ladies 8	8 laps
Junior Small Wheel	6 laps
Junior Big Wheel	6 laps

Or as advised at riders briefing

5.0 SCRUTINEERING AND SIGN ON

5.0.1 Scrutineering/sign on

Scrutineering/sign on will take place at Quandong Park Recreation Reserve Red Cliffs on Friday 3rd July between 3pm – 7pm. **Strictly no bikes before 2.30pm and competitor entry gates will be closed at 7pm.**

We must sight your valid National licence or you cannot compete. Current competition licences (and log books for juniors) and riding helmet must be presented at scrutineering.

All riders must produce their machines for inspection in person with correct numbers affixed to race plates and side covers.

5.0.2 All bikes must stay on display at this venue to the public between 3.00pm and 8.00pm and participate in a “Meet and Greet the Riders” evening. **Failure to do so will result in being disqualified from the event.** There will be trade displays, music, big screen TV, interviews of the 2019 top 10 riders and other entertainment as well as food and beverages available.

PLEASE NOTE these will be the only times for sign on and scrutineering – ***NO EXCEPTIONS***

Machines entered in the competition must have successfully passed a machine examination prior to taking part in prologue or racing. A tag will be placed on the front of the bike to indicate that the machine has been successfully examined. Any machine that suffers accident damage during the competition must be re-examined before participating again. It is the competitors responsibility to contact the Scrutineers and Clerk of Course for this to be facilitated.

5.1 PIT INSTRUCTIONS

- 5.1.1 All pit spaces will be electronically selected. Link for selection will be available at the completion of the entry verification process, and will be publicised on www.hattahdesertrace.com.au
- 5.1.2 **All junior gates will remain locked until 10.00am Friday 3rd July.
All senior gates will remain locked until after Top 10 Shootout Saturday 4th July.**
- 5.1.3 No pit tents are to be erected in junior pits prior to 10.00am Friday 3rd July, or senior pits prior to the completion of the Top 10 Shootout on Saturday 4th July.
The promoter reserves the right to remove any tent that has been erected outside of terms of this regulation, and all tents will be erected at the owners risk.
- 5.1.4 All competitors will be allocated a 3m frontage only. ***This will be strictly adhered to.***
- 5.1.5 Only one vehicle pass will be allocated per rider for Sunday competition – no exceptions. No vehicles allowed in pit area on Sunday without authorised pass displayed.
- 5.1.6 All spectator vehicles are to be parked as directed. No exceptions.
- 5.1.7 No electric bikes will be allowed on tracks at any time. Manual pushbikes are permitted for pre track inspection.
- 5.1.8 **No pushbikes** are allowed within the complexes on race days. This includes both spectator and race areas. Penalties will apply.
- 5.1.9 No alcohol in the pit area.
- 5.1.10 No dogs allowed on the complex as per the GCR's.
- 5.1.11 No fires or gas heaters in the pit area.
- 5.1.12 All machines must comply with the current GCR noise level requirement.
- 5.1.13 **No persons under the age of 16 including all babies and infants are permitted in the pit area on Sunday for the senior race. Riders will be strongly penalised for breach of this regulation. Specific family area available upon written request to hattah@hattahdesertrace.com.au**

5.1.14 Three pit crew per entrant/team and must be over the age of 16 years. Any breach of this rule will lead to rider disqualification and will be strictly enforced.

5.1.15 Identity bands to be worn by pit crew. Any persons found in pit area without authorised identity band will be ejected from the pit area. Non-compliance with event officials will result in penalties against connected rider/team.

5.1.16 Please respect the property owners and keep pit area tidy by placing rubbish in bins provided.

5.2 EVENT SCHEDULE

SATURDAY 4th JULY

JUNIORS

Gates open	5.30am
Riders briefing	7.30am
Look lap	Immediately after riders briefing
Prologue	Commence at the completion of the look lap
Racing starts	12.00pm – Small wheels for 65cc, 80cc to 150cc 4 stk 9-U12 and 85cc – 150cc 4 stk 9 – U12, Girls 7 – U12
	2.00pm – Big Wheels for 85cc 12 – U16, 85 – 150cc 4 stk 12 – U16, 100 – 150cc, 200cc 2 stk and 200 – 250cc 4 stk, Girls 12 – U16
Presentations	All junior presentations will be conducted on Sunday evening at a venue to be announced

SENIORS

Riders briefing	9.15am
Prologue starts	9.30am sharp

SUNDAY 5th JULY

Gates open	6.00am
Riders briefing	8.30am
Racing starts	9.00am sharp
Presentations	All senior presentations will be conducted on Sunday evening at a venue to be announced

5.3 RACE FORMAT

JUNIORS

All junior riders will prologue at the track to determine their starting order. Juniors will prologue in pairs at 20 second intervals. All small wheel juniors will prologue first followed by all big wheel riders.

Riders briefing is compulsory for all competitors.

SENIORS

Senior and Ladies competitors will prologue ***two at a time*** at the track to determine the starting order for Sundays race. All riders are to complete prologue or will start at the rear of the field on race day.

Riders briefing is compulsory for all competitors.

Senior prologue will be in the following class order:

Top 40 (Outright placings 2017)
Ladies (4 and 8 lap competitors)
Veterans
Masters
251 – 450cc 4 stk
Over 450cc 4 stk
Under 19
Up to 250cc 2 stk
251cc and over 2 stk
Up to 250 4 stk
Top 10 Shootout

Note – there will be no look lap for senior competitors

It is up to the competitor to be in their respective prologue classes directly after riders briefing.

Prologue dummy grid is dead engine until entering race chute.

5.4 DRUG AND OR ALCOHOL TESTING

All competitors and officials are advised that as part the Motorcycling Drug Education Program, drug testing may take place in accordance with Australian Sports Commission policy as implemented by the Australian Sports Drug Agency.

If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline on 1800 020 506.

When drug testing takes place, the payment of prize monies may be delayed at Motorcycling Victoria's discretion until the results of the tests are known.

For the purposes of drug testing and alcohol testing, the commencement of the meeting shall be deemed to be 7.30am at the start of each day with the completion of the meeting for the participant being when the participant has vacated the venue. No smoking in pits.

5.5 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 behaviour at all motorcycle race meetings. This CODE OF CONDUCT applies to this meeting and will be enforced.

5.6 RACE PENALTIES

YOU WILL BE TIME PENALISED FOR ANY BREACHES OF THE GCR's INCLUSIVE OF AND NOT LIMITED TO:

- Touching of fuel caps prior to stopping at pit
- Not disembarking off bike in pit
- Absence of enviro mat
- Refusal to adhere to official instructions
- Speeding through junior pits
- Failure to adhere to outrider/official instructions on race tracks
- **NO RIDING ON CROP**. THIS WILL NOT BE TOLERATED. Any competitor reported, identified and confirmed as being on the crop side of white markers or cutting corners will be penalised by a time penalty and/or disqualification.

THERE WILL BE NO EXCEPTIONS TO THESE PENALTIES

6 GENERAL NOTES AND CONSIDERATIONS

- 6.1 No camping allowed at the track. Motels, Hotels and Caravan Parks are plentiful in the surrounding district and can be accessed at www.visitmildura.com.au
- 6.2 Engines to be stopped during refuelling. Rider MUST be dismounted from the bike whilst refuelling. Failure to do so will result in disqualification.
- 6.3 No hoodies to be worn while racing.
- 6.4 All drinks must be consumed in pit area, except for hydration packs.
- 6.5 Long hair is to be worn under the helmet.
- 6.6 Fuel may only be carried in approved containers. Quick fills must have catchments tank on overflow hose. No auxiliary fuel tanks other than factory made will be permitted on bikes. No extra fuel to be carried on bike or rider. Bikes must be refuelled in pit area only.
- 6.7 Riding in pit area other than race chute is to be walking pace **at all times**.
- 6.8 Riders entering race chute from pit area must give way to riders in race chute
- 6.9 Bikes can be push started by two pit crew plus rider only.
- 6.10 If a rider breaks down whilst on track in race time, they must return to the pits under their own power. They can continue around the track (push) but must pass through the lap scorer's chute to be scored. Any rider returned by recovery vehicle may restart their existing lap if bike is able to continue.
- 6.11 Bikes must not leave the course during race.
- 6.12 Please advise Clerk of Course as soon as possible if you are not going to finish the race or are seeking medical attention.
- 6.13 The race is not completed until the last competitor has completed the event.
- 6.14 An enviro mat or catch tray (minimum 300mm x 300mm) must be placed underneath the engine/gearbox and fuel tank of any machine while refuelling or parked in the pit, paddock or work area.
- 6.15 Tear offs on goggles ARE NOT permitted for the Hattah Desert Race.

6.16 The riding of motorcycles before or after the meeting on the Hattah Desert Race complex is strictly prohibited.

6.17 No Drones to be flown in or above the complex including all Pits, tracks and carparks, except for event and C.A.S.A approved licenced contractors being Reel Air Imagery. This will be strictly enforced.



PARTICIPANT DECLARATION

CONTRACT TO PARTICIPATE IN THE PENRITE HATTAH DESERT RACE

IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE.

Waiver Agreement

Recitals

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
 - a. If a rider, paying the Application Fee; and
 - b. If a volunteer official volunteering to officiate at the Recreational Activity;
 - c. If a member of the media, accepting the Provider's terms of media accreditation; andotherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include to:
 - a. exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
 - b. provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
 - falling from your bike;
 - difficult terrain and obstacles;
 - hazardous and changeable track conditions;
 - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
 - undisclosed medical conditions;
 - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
 - heat, cold, wet or other adverse weather conditions;
 - contact with vehicles, other participants or members of the public who may or may not be acting safely;
 - lack of access to medical, evacuation or search services; or
 - design of the track.

Operative parts

1. In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
4. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the Recreational Activity.

Definitions

Application Fee means the fee payable by the Participant (as a rider) to participate in the Recreational Activity.

Participant means the person signing this form and whose name appears next to Participant below.

Provider means those persons and entities listed in Annexure 1.

Recreational Activity means the event specified in Annexure 2.

Participant acknowledgements, consents and authorisations

- i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.
- iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to

the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.

- vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.
- vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Additional Clauses for Victorian Events

SCHEDULE 2

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

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

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*.

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.

**Parent / Guardian
Signature:**

Participant:

**Parent / Guardian
Name:**

Date:

ANNEXURE 1:

1. Fédération Internationale de Motocyclisme;
2. Motorcycling Australia Ltd (MA);
3. Motorcycling Victoria;
4. North West Victorian Motorcycle Club;
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:

Penrite Hattah Desert Race

2.30pm – 8pm – Friday 3rd July 2020

SCRUTINEERING FINISHES AT 7PM

Quandong Park Red Cliffs

7.00am – 5.00pm – Saturday, 4th July, 2020

Booononar Road Colignan

8.00am – 5.00pm – Sunday, 5th July, 2020

Booononar Road Colignan