



SUPPLEMENTARY REGULATIONS

EVENT:	Thumb pump 300 Desert Race
DATE:	26 th -28 th April 2024
VENUE:	Pinnaroo, South Australia
TRACK LICENCE NUMBER:	ТВС
MA PERMIT NUMBER:	ТВС
EVENT CONTACT	QRCV 3/35 Rimfire Drive, Hallam, Vic 3803 info@vanvlietracing.com.au
EVENT KEY OFFICIALS	Steward: Nick Siemensma Clerk of Course: Sandra Siemensma Race Secretary: Kelsey Ballantyne Scrutineer: Nick Siemensma
1. ANNOUNCEMENT	

The Quad Riders Club of Victoria, hereafter called the Promoter will conduct Thumb Pump 300 for All Terrain Vehicles at the Scorpion Park, Pinnaroo, on 26th April 2023.

2. JURISDICTION

- 2.1 The abovementioned Event has been authorised by MV which has issued the Motorcycling Australia Permit Number: TBC and is open to holders of current Motorcycling Australia Licences.
- 2.2 The meeting will be held in accordance with the current General Competition Rules (GCRs), these Supplementary Regulations, MA policies, and any final instructions approved by MV. By entering this meeting all parties agree to comply with such rules, regulations, by-laws and instructions.

3. EVENT OFFICIALS

The following officials will be overseeing the meeting:

Steward	Nick Siemensma	Level 3		
Clerk of Course	Sandra Siemensma	Level 3	TBC	
Race Secretary	Kelsey Ballantyne	Level 3	TBC	
Scrutineer	Nick Siemensma	Level 3	TBC	

4. ENTRIES

- 4.1 Entries open Friday 9th APRIL 2024 at 7PM (AEST) until Midnight (AEST) on Friday 19th may 2023. Late entries will not be accepted.
- 4.2 Only entries received online will be accepted enquiries thumbpump300@vanvlietracing.com.au
- 4.3 In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the Promoter, subject to the prior express approval of Motorcycling Australia.
- 4.4 Entry fees will only be refunded if a rider informs Quad Riders Club of Victoria, 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 \$280 Senior Ironman Classes \$470 All Senior Team Classes \$70 Solos
- 5.2 Payment by credit card only via rider net. Proof of payment, if requested, will be the responsibility of the entrant.

6. ENTRY PASSES

Each rider will receive 2 live pitlane passes, no other passes are needed.

7. INSURANCE

- 7.1 Those who hold an MA licence current for the duration of the Event, and officials, who are signed on for the Event are covered by MA's National Personal Accident Scheme which provides basic cover for rehabilitation expenses and death and permanent disability benefits. For more information see <u>Insurance Motorcycling</u> <u>Australia (ma.org.au)</u>
- 7.2 Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors consider taking out weekly benefits insurance.

8. MEDICAL SERVICES

TBC, a medical vehicle and recovery vehicle will be present during all racing

9. SCRUTINEERING

- 9.1 Scrutineering will begin at 11:00AM Friday 26th April and conclude after 1 hours at 12:00PM, any rider not in line at 12:00PM will not have be able to have their bike accepted
- 9.2 Machines entered in the competition must have successfully passed a machine examination prior to taking part in site laps, prologue or racing. An event will be placed on the front number plate to indicate that it has been successfully examined.

- 9.3 Current competition licences and Helmets 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.
- 9.4 In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this regulation will result in this matter being referred to the Clerk of Course for further action.
- 9.5 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 always available 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.
- 9.6 Machines must comply to Motorcycling Australia's GCR's

10. CLASSES OF COMPETITION

IRONMAN CLASES 300km	TEAMS 300km	SOLO SPRINTS
OPEN ATV	TEAMS OPEN ATV	SENIOR ALL POWERS
VETS 35+		JUNIOR ALL POWERS (85cc and up)
VETS 45+		
WOMANS		

Extra awards such as highest placing two stroke, oldest rider, fastest lap, woman's teams etc. may be awarded

10.1 Female riders will receive a free entry into woman's class if entered in any other ironman class, if you would'nt like to be entered in any other class please enter woman's only

11. ENTRIES TO CONSTITUTE A CLASS

- 11.1 To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be at least 5
- 11.2 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 and/or prizemoney, will be at the discretion of the Promoter, subject to the prior express approval of the RCB.

12. STARTS AND FINISHES

Race Day 1: riders will take part in a lemans style with bikes lined up in an even line at a specified distance from the start line

Race Day 2: rolling start in order of day one results

Race day start procedure details can be found in section 35

13. FLAGS AND SIGNALS

As per MOMs, Any additional flags will be made aware to riders at riders briefing

14. RACE FORMAT

Senior Classes: 2x150km races

Overall results will be based on race sessions time accumulated

15. EVENT SCHEDULE

Accurate Event Schedule will be made available closer to the event.

THURSDAY: GATES OPEN

FRIDAY: , SIGN IN, SCRUTINEERING, RIDERS/DRIVERS BREIFING, MAIN TRACK SIGHT LAP FOR ATV'S, PIT PARTY

SATURDAY: RACE DAY 1

SUNDAY: RACE DAY 2, DRAG RACES, PRESENTATION

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be Friday Morning before racing with the completion of the meeting for the participant being when the participant has vacated the venue.

16. AWARDS AND PRIZEMONEY

16.1 A trophies will be presented top 3 places for each class.

16.2 Prize money will be announced closer the event.

17. PAYG

PAYG Withholding affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 46.5% of prizemoney over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

18. PRESENTATIONS

Presentation will take place in pitlane at 5pm Sunday 28st of April

19. MACHINES AND RIDERS

19.1 All machines entered must comply with the current GCRs for [All Terrain Vehicles] competition.

19.2 Multiple entries of the one machine in the same class of competition is not permitted unless riders are sharing a bike in a Teams Class.

19.3 A rider is not permitted to change to a different machine during any part of the competition, if a rider does change machine this will result in the disqualification of the rider

19.4 in the event of a rider having a mechanical in race day one, a rider will be allowed to participate on a different machine but will take off after all other competitors and their result will not be included in any results.]

20. RIDING NUMBERS

20.1 Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the Promoter's discretion.

20.2 Numbers 1-10 will be reserved for top 10 placers from the previous running of the Thumb Pump 300

20.3 Riders in teams must compete with the same number on the front of the machine, decals can be supplied free of charge to both riders in each team THUMB PUMP 300 Page 20.4 All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal.

21. GRID POSITIONS/ PROLOGUE

21.1 Prologue will not be apart of the 2024 thumb pump 300

22. RIDERS' BRIEFING

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

23. CIRCUIT DESCRIPTION

The Track will be a Desert Style conducted from a fixed location in Pinnaroo. Approximately 25km laps for seniors, 10km laps for Juniors on a prominently marked course of various types of terrain, including sand, roots, whoops, open sections and dirt tracks. Sections of the track have been repaired/groomed since the 2023 TP300

24. TRACK INSPECTION/SITE LAPS

All competitors will be given the opportunity to walk and inspect the track prior to any on-track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

An opportunity for a site lap will be given to all riders on Friday 1pm of the complete track this will be guided by a sweep vehicle and a follow vehicle

24.1 Track Dissatisfaction

Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course. If those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

25. FACILITIES

Showers and toilets are available at the venue however if you can supply your own facility's, it is recommended

26. NOISE

All generators must be turned off after 10pm outside of the pitlane

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

26.1 Any rider returning into the pitlane with an extremely loud exhaust due to damage will not be allowed to exit pitlane without completing repairs

27. TYRES

'paddle/scoop' or 'sand' tires are strictly prohibited, this includes goldspeed SC3 and SC4 tires and all doon/scoop/paddle style tires

28. ANTI-DOPING POLICY

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

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

29. 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.

30. CODES OF BEHAVIOUR

All competitors, officials and parents are reminded of MA's zero tolerance of poor behaviour, either on or off track. The codification of the behaviours expected of MA members and all who attend or participate in motorcycling is contained within MA's policies, including its Member Welfare Policy and its Social Media Policy, which can be found at <u>Policies - Motorcycling Australia (ma.org.au)</u>.

31. FIRE EXTINGUISHERS

All riders must have a minimum 2kg, dry powder A: B (E) class, working fire extinguisher in their refuelling area

32. ADMISSION CHARGES

Free admission for spectators and extra team members

33. TEAMS

- 33.1 Teams, made up of two riders can either take part on their own machines or sharing the one machine
- 33.2 RIDERS CHANGE: a rider must come to a stop behind their team mate touching your front wheels to the rear of the next rider
- 33.3 in the event of a team having a mechanical, the team cannot continue until the bike has been recovered and returned into the pit lane, if the bike is not repairable riders are allowed to share the one bike.
- 33.4 TEAMS: Riders in teams must compete with the same number, decals can be supplied free of charge to both riders in each team, to organise decals please email <u>info@nativeconcept.com.au</u> before the 22nd of April

34. PIT LANE

- 34.1 Only members with the appropriate wrist band can enter the live pit lane ONLY when their rider has come to a complete stop
- 34.2 A gap of 2m must be left between any pit equipment and the pitlane fence for access for emergency vehicles
- 34.3 A speed limit of 15km/h is mandatory from the entrance of pit lane till the exit of pit lane, clear signage will be displayed
- 34.4 If a rider removes their bike from the pitlane or any section of the circuit this will result in an automatic disqualification
- 34.5 riders must be stationary when receiving anything from the service crew, under no circumstances can a member of the service crew run alongside their rider
- 34.6 A hydration station will be setup for riders to grab their drink bottle from in the put lane

35. RACE START PRECIDURE

A traditional Lemans style start will commence race day one

10 minutes before the start riders will position themselves along the start straight wall; One heel against the wall. Marshals will check the positioning and will witness and establish a finding for non-compliance with the start procedure. A penalty of 2 minutes will be given to riders who jump the start

A Race director will be at the starting line. Start will be given with a green flag after the 30" and 5". In the event a quad can't start, the rider could be helped by the mechanics after that race direction gives the authorization once it is safe

In the event of a heavy rain, riders will take off in a staggered start

Day 2 will be a start in order from day ones results

36. LAPPED RIDERS

When the lead rider has Apoox. 5km remaining on the final lap the finish flag will begin to be waved, this is to avoid slower riders starting another and delaying the start of the following session

37. RIDERS MACHINE RECOVERY

In the event of a mechanical breakdown or rider injury we encourage other riders to pass on any information when passing through checkpoints or through the entrance of pitlane, a sweep vehicle and medical aid, if necessary, will be sent to recover the machine, the machine will be taken back to the rider's spot in pitlane

38. FUEL TANKS

- 38.1 No auxiliary fuel tank, other than commercially available tanks that are permanently attached to the bike, will be permitted.
- 38.2 No extra fuel to be carried on rider or bike.

39. SERVICE CREW

Each rider will be given two wristbands; these wristbands are for mechanics to have access to the live pitlane, mechanical repairs outside of pit lane and outside of the session can be completed by anyone

40. REFUELLING

- 40.1 All refuelling will be carried out with the engine switched off and with rider off the motorcycle and otherwise in accordance with GCR 10.14.11. Failure to do so will result in exclusion from the event.
- 40.2 refuelling can only be completed by a member of a service crew with a wristband or the riders themselves
- 40.3 Refuelling may only be carried out from metal or other approved containers
- 40.3 TEAMS: refuelling for teams can take place anytime once the rider exchange has taken place

41. TIMING AND TRANSPONDERS

No transponders will be needed for this event



CONTRACT TO PARTICIPATE IN THE THUMB PUMP 300

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

Waiver Agreement Recitals

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

Operative parts

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

Recreational Activity. Definitions

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

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

Provider means those persons and entities listed in Annexure 1. Recreational Activity means the

event specified in Annexure 2.

Participant acknowledgements, consents and authorisations

- i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy. iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.



vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Additional Clauses for Victorian Events SCHEDULE 2

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

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

SCHEDULE 3 WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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

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

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

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

Additional Clauses for South Australian Events

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

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

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

Excluding, restricting or modifying your rights:

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

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

Important

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

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier.

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

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

Agreement to exclude, restrict or modify your rights:

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

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

Further information: