

# Supplementary Regulations

**EUROPEAN Hill Climb Road Race Championship 2019**

**AUSTRIAN Hill Climb Championship 2019**

**Hillclimb for Vintage Motorcycles 2019**

**XXX YYY ZZZ Cup 2019**



ZVR:

### **General conditions:**

Name of the Club organizes the Name of the race Hill Climb Road Race from to 2019, an event counting for the Austrian Motorcycle Hill Climb Championship 2019 of the AMF/OEAMTC (shortly named AMF afterwards) and for Vintage Motorcycles 2019 and the European Championship Hill Climb Road Races 2019 of the FIM Europe (shortly named ECh afterwards).

### **1 Event**

The events listed in the resp. championship documents of the AMF for Motorcycle Hillclimb Championships 2019 are open for licence holders of the FIM/FIM Europe and count to the above mentioned championships.

#### **1.1. Organizer**

#### **1.2 Organising Comitee, address of the secretariat of the event**

#### **1.3 Officials**

#### **1.4 Official Notice Board**

#### **1.5 Classifications, this event is counting to**

See enclosed data sheet

### **2. Venue**

See enclosed data sheet

### **3. General Conditions**

**3.1** The races will be held under the FIM EUROPE General Rules, the specific rules for Hill Climbing Road Races (RR030-2019), the technical rules of FIM and FIM EUROPE, the national rules of the AMF, these supplementary regulations, the specific data given in the data sheet enclosed and bulletins eventually published.

**3.2** All participants declare their acceptance of all regulations mentioned above by entering this event. They declare to renounce the right to all legal proceedings before a civil court which is not provided for in the Disciplinary and Arbitration Code of the FIM/FIM Europe.

**3.3** Each person or group of persons, who organises an event or participates in it and who does not pay attention to the valid regulations may be disqualified from that event.

### **4. Categories and Classes:**

#### **4.1 European Championship Hill Climb Road Race 2019**

- class 250 GP/Open
- class Supersport (incl. Superstock 600)
- class Superbike (incl. Superstock 1000)
- class Supermoto Open in acc. with the current rules of the FIM Europe (art. RR 30.3.3)

#### **4.1.1 Austrian Road Race Hill Climb Championship 2019**

Superstock 600:	401 to 600 cc, 4-Stroke, max. 4 Cylinder 501 to 675 cc, 4-Stroke, max. 3 Cylinder 601 to 750 cc, 4-Stroke, max. 2 Cylinder
Supersport:	401 to 600 cc, 4-Stroke, max. 4 Cylinder 501 to 675 cc, 4-Stroke, max. 3 Cylinder 601 to 750 cc, 4-Stroke, max. 2 Cylinder
Superstock 1000:	751 to 1000 cc, 4-Stroke, 3 or 4 Cylinder 851 to 1200 cc, 4-Stroke, max. 2 Cylinder
Superbike:	751 to 1000 cc, 4-Stroke, 3 or 4 Cylinder 851 bis 1200 cc, 4-Stroke, max.2 Cylinder
Supermoto:	291-800 cc, 4-Stroke, max. 2 Cylinder Minimum measures from the ground without the weight of the rider: Top edge of the upper fork clamp: 92cm, Top edge of the seat: 82 cm

#### **4.1.2 Support Classes**

See enclosed data sheet

**4.2** All motorcycles and their safety devices must be in conformity with the technical regulations of the FIM/FIM Europe and the national technical regulations of the AMF. If regularity classes are authorised to participate: See enclosed data sheet.

**4.3** Motorcycles, which do not fulfill the technical regulations and/or the safety prescriptions will not be allowed to participate or will be excluded from the event.

**4.4** Only gasoline in acc. with the technical regulations of this event may be used.

**4.5** Tyre and/or rim warming at the start/pre-start area is forbidden and may be sanctioned.

## **5. Riders protection**

**5.1** The use of a helmet in conformity with the current FIM/FIM Europe recognised standards is mandatory during all practices and heats.

**5.2** Riders must wear a complete leather suit with additional leather padding or other protection on the principal contact points, knees, elbows, shoulders, hips etc. during all practices and heats.

## **6. Eligibility of riders and competitors**

**6.1** Only riders and legal persons in possession of a valid licence, published by the AMF or a member FMN of the FIM/FIM Europe are allowed to start. Riders and legal persons in possession of a valid licence, published by the AMF or a member FMN of the FIM Europe are eligible in the Austrian Hillclimb Championship.

**6.2** Riders must be in possession of a valid rider's licence following the prescriptions in art. 6.1.

**6.3** Foreign riders and legal persons must be in possession of a written starting permission of their FMN (print on the backside of their licence).

## **7. Entry, Entry Fee**

**7.1** Entries must be sent in written form on the official entry form to the organiser (see data sheet), together with the prescribed entry fee.

**7.2** A change of motorcycles after the closing of the entries is only permitted, if the new motorcycle meets the classification criteria of the original one (class, capacity, see art. 3.2).

**7.3** A change of a competitor after the closing of the entries is not allowed, a change of a rider is permitted, following the prescriptions of the sporting code. The reserve rider must be in possession of a valid licence and of a written starting permission of his FMN, notice must be given before the administrative checks.

**7.4** Riders may participate only once per class and in a maximum of two classes. If there are less than 5 riders participating in the first heats of the classes SST 600 and SSP 600 or SST 1000 and SBK, a general result for both of those classes will be established. If still there are less than 5 starters in those classes or in the class Supermoto, no points for the Austrian Championship will be awarded to the participants.

**7.5 Entry Fee** see data sheet

**7.6** Entries will be accepted only, if the entry fee has been received until the date given in art. 7.1.

**7.7** The entry fee covers the insurance fees and the starting numbers.

**7.8** The organizer will, in acc. with the general Austrian Championship Regulations, inform all competitors after the closing of the entries about the acceptance of their entries. **Each motorcycle can be entered only once** and has to start in its category and its class according to its engine capacity (exceptions see data sheet).

**7.9** see enclosed "non liability clause".

**7.10** The organizer holds an insurance certificate for third parties, covering a min. amount of € 5 Mio. for damages conc. personal or material damage. Property damage is included in this insurance up to a sum of € 20.000.

**7.11** The third party insurance will come into effect two days before the event and will terminate two days after the last race and covers all official practices and races and all regrouping passages from the parking spaces to the race track.

**7.12** AMF licence holders are insured as follows: Sums: € 20.000,-- in case of death, € 25.000,-- for permanent disability and € 18.000,-- for rehabilitation costs.

**7.13** Foreign riders must be insured by the insurance of their licence publishing FMN.

**7.14** The organizer also signed an insurance for passengers, officials and media staff with official accreditation. Coverings: € 15.000,-- in case of death, € 15.000,-- for permanent disability and € 10.000,-- for rehabilitation costs.

**7.15** see enclosed "non liability clause".

## **8. Official text:**

**8.1** The organiser reserves the right to complete these Supplementary Regulations or to publish additional regulations, which will be a part of these supplementary regulations. After authorization of the data sheet, this needs also the authorization of the AMF as a bulletin. Additionally, the organiser reserves the right to cancel or stop this event in the case of an insufficient number of participants or force majeure without the duty to reimburse parts of the entry fee.

**8.2** All modifications or bulletins will be communicated to the participants as early as possible by officially published, dated and numbered messages.

**8.3** All unforeseen circumstances which might arise will be settled by the sporting stewards.

**8.4** Only the German version of these supplementary regulations is binding.

## **9. Administrative checks & Scrutineering:**

### **9.1 Administrative checks:**

**9.1.1** The administrative checks take place at: see data sheet.

**9.1.2** Each rider has to be present at the check personally.

**9.1.3** The following documents have to be presented: Competitors-/riders licence. Foreign riders: written starting permission, if not enclosed to the entry (a print on the licence is sufficient).

## **9.2 Scrutineering**

**9.2.1** The scrutineering takes place at: see data sheet.

**9.2.2** Each rider has to be present at the scrutineering. He is responsible to be present in time.

The following items have to be submitted to the technical scrutineers:

**9.2.3** Control sheet (received at the administrative checks).

**9.2.4** Helmets: The helmet has to be put on and closed in front of the stewards. If the helmet does not fit, is damaged or not approved, it will be immediately confiscated and returned after the event. Approved helmets will be marked.

**9.2.5** Passing of the scrutineering does not state, that the motorcycle in question is in conformity with the technical regulations.

**9.2.6** After the scrutineering the vehicles will be marked, the control sheet will be kept by the steward. No rider and no motorcycle is allowed on the racetrack without having passed the scrutineering.

## **10. Obligations:**

### **10.1 Starting numbers**

**10.1.1** A set of 3 starting numbers will be provided by the organiser and must be mounted on the front, on the left and right side of the motorcycle, following the decision of the scrutineers (readable for the timekeeping). No admission to the practice or race will be given without fulfilling this obligation.

**10.1.2** The allocation of the starting numbers is decided by the organiser.

**10.1.3** The starting numbers have to be removed from those motorcycles, which enter the public traffic, after leaving the parc fermé or the paddock after the race.

### **10.2 Starting grid**

**10.2.1** The riders must be present in the paddock at least one hour before their scheduled starting time. The riders are self-responsible for all information conc. changes of the regulations or the schedule, which might be decided upon during the time before their starts.

**10.2.2** The riders must be present at the starting grid at least 5 minutes before their starting times. Lately arriving riders may be disqualified from the heats.

### **10.3 Advertising**

Advertising is permitted under the following conditions:

- the regulations of the FIM, FIM Europe and AMF are respected.

### **10.4 Flag signals & riding conduct**

**10.4.1** During all practices and heats, the following signals might be given and have to be followed strictly:

#### Red Flag

Indicates that the race or practice is being interrupted. Riders must stop racing and wait for instructions of the CoC.

#### Yellow Flag

Immediate danger, overtaking is forbidden.

#### Yellow Flags double-waved -

Serious incident, be prepared to stop.

#### Yellow and red striped Flag -

Oil or another substance is affecting the adhesion of the track.

#### White Flag -

Assistance cars on the track

#### Green Flag -

Free track

#### Blue Flag -

Shown waved to a slower rider(s) who is (are) about to be overtaken by a faster rider.

#### Black & white chequered flag -

Finish, end of practice or race.

**10.4.2** If a rider will be overtaken by another rider, this rider must allow the following rider(s) to pass him at the earliest opportunity to avoid any hindering. Violation of this rule results in a disqualification of the results in the practices or races where this takes place.

**10.4.3** It is strictly forbidden to ride in the opposite direction of the race, except the marshals or the clerk of the course definitely demands it. Violators will be immediately excluded from the event, subject to further penalties by the AMF.

**10.4.4** If a rider cannot continue the course due to mechanical or other damages he has to immediately clear the track and follow instructions of the marshals.

## **11. Conduct of the event:**

### **11.1 Start, finish, timekeeping**

**11.1.1** Standing start with running engine. The Sporting Stewards and the CoC may adopt the starting order.

**11.1.2** A start outside the scheduled group is only allowed with the consent of the Sporting Stewards.

**11.1.3** Each motorcycle that started the timing system will be regarded as having had started.

No restart is allowed.

**11.1.4** Any refuse or delay of a start results in a disqualification of the practice or heat.

**11.1.5** The practice or heat is finished by the crossing of the finish line. After the finish line the speed must be reduced significantly.

**11.1.6** The timing is managed by a light barrier (1/100 sec.).

## **11.2 Practice**

**11.2.1** Riding on the racetrack outside the specific practice times with race motorcycles is strictly forbidden.

**11.2.2** Scheduled practices: see data sheet.

**11.2.3** Only motorcycles having passed the scrutineering with properly fitted starting numbers are permitted to the practice.

**11.2.4** Each rider has to complete successfully 2 practice sessions. Double starters have to complete 2 practice sessions in one class and 1 in the other class successfully. If these requirements are not fulfilled, the Clerk of the Course decides together with the Jury about the permission to race. The motorcycles will also be checked before the start due to road safety and damages caused at the practices after the sessions.

## **11.3 Heats**

**11.3.1** The heats will be started at: see data sheet

## **11.4 Number of heats**

The event may cover 2 or 3 heats (see data sheet), the first two heats of an event will be held per class separately, only in these heats points for the Austrian championship will be allocated.

## **11.5 Outside assistance**

**11.5.1** Outside assistance in any form leads to a disqualification of the heat in question.

**11.5.2** Motorcycles which do not reach the finish line will be removed on order of the CoC only.

## **12. Parc Fermé and final scrutineering:**

### **12.1 Parc Fermé**

**12.1.1** At the end of the last heat, the space between the finish line and the parc fermé entry will be under parc fermé conditions. The parc fermé covers the whole area of the paddock until the protest time has expired.

**12.1.2** Beginning with the end of the last heat, all classified motorcycles remain in the parc fermé, until it will be released by the CoC on order of the Sporting Stewards. The earliest time for this will be the end of the protest time.

### **12.2 Additional verifications**

**12.2.1** All motorcycles can be scrutineered to all times of the event, especially in the parc fermé, by the scrutineers and with the agreement of the Sporting Stewards.

**12.2.2** On request of the Sporting Stewards or after a protest may be ordered a complete control and dismantling of motorcycles after the finish line, including a confiscation of the motorcycle in question.

**12.2.3** Special controls take place after the finish line.

## **13. Points allocation, protests, appeals:**

### **13.1 Points allocation**

In all classes, points will be allocated following the scheme below:

Place 1	Points 25	Place 6	Points 10	Place 11	Points 5
Place 2	Points 20	Place 7	Points 9	Place 12	Points 4
Place 3	Points 16	Place 8	Points 8	Place 13	Points 3
Place 4	Points 13	Place 9	Points 7	Place 14	Points 2
Place 5	Points 11	Place 10	Points 6	Place 15	Point 1

Per event, 2 or more heats can be organised, the first two heats of an event will be awarded with points as shown above.

The minimum number of starters per class is 5 for the first heat. If the number of starters is less than 5 in the classes SST 600 and SSP 600 or in the classes SST 1000 and SBK, the results of these classes will be combined. If the number of starters is then still less than 5, or if the number of starters is less than 5 in the class Supermoto, no points will be allocated.

In case of a tie the better average placements will be taken into account.

The point allocation for the European Championships follows the specific FIM Europe regulations.

### **13.2 Protests**

Protests, following the procedures of the sporting codes of AMF or FIM Europe and accompanied by the fees foreseen therein, must be handed over to the CoC or to the Sporting Stewards in the absence of the CoC not later than 30 minutes after the publication of the results.

#### **13.2.2**

If a dismantling is requested, the expected costs must be granted by paying a deposit to the Sporting Stewards. The payment of this deposit within the time limit set by the Sporting Stewards is indispensable for the dismantling.

### **13.3 Appeals**

**13.3.1** The lodging of an appeal and its time limits follow the disciplinary codes of AMF or FIM Europe.

### 13.3.2

The fee for a national appeal is € 800,. For the European Hillclimb Championship see FIM Europe Annuaire.

## **14. Prices:**

### **14.1 Prices and trophies**

Class results: see data sheet.

**14.1.2** Not collected ware prizes become property of the organiser one month after the event. A distribution of prizes by mail is not possible.

**14.1.3** Prize money must be collected personally, otherwise they become property of the organiser.

**14.1.4** Accumulation of prizes: see data sheet.

### **14.2 Prize giving**

**14.2.1** it is the duty of all riders to participate at the prize giving.

**14.2.2** Place and time: see data sheet.

## **15. Special Regulations:**

### **15.1 Return to the start**

**15.1.1** During the return from the finish parking/parc fermé to the paddock, all riders are obliged to wear their helmets. Furtherly it is strictly forbidden to accept passengers at the return. The return procedure will be held in accommodate speed, no kind of stopping is allowed.

Only immatriculated vehicles are allowed to move in the paddock (beside the racing motorcycles). The minimum age of riders or drivers of such vehicles must be in conformity with the national traffic regulations.

Not paying attention to these regulations will be penalised by the Sporting Stewards and may result in a disqualification from the event.

**15.1.2** Further special regulations: see data sheet.

### **15.2 Non-Liability Clause and Arbitration Agreement**

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personnel appointed specifically for this purpose by the promoter, to the best of the personnel's knowledge and following their assessment of the participant's condition. The participants undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies. The participants hereby waive all direct and indirect claims for compensation from AMF, its officials, the promoter and/or organiser or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers/riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies. In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and/or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of the present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably waive all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successors all claims against "the parties", therefore in particular against the AMF, its officials, the promoter and/or organiser or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

- a) Any dispute arising between the participants and the AMF or its officials, and the promoter and/or organiser, and between the AMF or its officials and the promoter and/or organiser, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor-racing event, training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.
- b) The arbitration tribunal shall consist of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c) Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire.

d) Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the President of the Vienna Chamber of Lawyers upon application by an assessor, with due regard to clause b). The assessors shall however be free at any time to replace the umpire appointed in this way by another umpire by mutual agreement.

e) Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.

Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply accordingly for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.

f) The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances which it deems necessary to clarify the facts of the case, and take evidence.

g) The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reasons for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.

h) The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may also be lifted upon petition in the event of a significant change in circumstances.

i) Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.