

## **Part I**

### **General Terms**

**Version 1 Februray, 2011.** (All elder regulations are not valid). Only the version published on the [www.eurotrial.org](http://www.eurotrial.org) website is valid. **Changes in the regulation is done in red color, old text that is not valid is with blue text with line through**

#### **1.1 Definition and Status**

Off-road trials are maneuvering competitions for four wheels driven off-road vehicles over a marked route/distance. Off-road trials are short routing, off-road specific maneuvering competitions.

#### **1.2 Registrations - and participation's-requirements**

1.2.1 The organizing country's rules according the requirement of a national/international driver license for the vehicle used in the competition will apply.

1.2.2 There is only one co driver allowed during driving in the sections. Co-drivers must be at least 12 years, but the respective organizing country can raise it. In case, the co driver is not of full age, a legal guardian of him or her has to sign the registration form of the event. It is the decision of the driver if the co driver stays in or outside of the car during the section.

1.2.3 The driver of the named vehicle must present the following registrations-requirements:

- Sufficient third party insurance (valid for the scene of the respective Eurotrial country) for the named vehicle.
- Compliance with the legal sport standards of the vehicle.
- Compliance with the requirements for noise-protection.
- Compliance with the requirements for safety-protection.
- Compliance with the sponsoring requirement of the organization.

1.2.4 The exterior view of the vehicle may not damage the reputation of the motor-sport.

#### **1.3 Registration, registration fee**

The registration is to be made on the registration form given out by the organization and has to be sent back for every nation in time. The registration form has to be filled out completely and readably. All required explanations have to be stated. The registration form has to be signed by the driver and by the co-driver (if there is one named).

#### **1.4 Registration deadline**

1.4.1 With the registration deadline (date, time) the closing date for the registration is determined. At that moment, the registrations must be received by the organization.

1.4.2 A change of the registered classification of the vehicle is not possible after the registration deadline. Only exception is made for wrong classification.

#### **1.5 Refusal of registrations**

1.5.1 The organization has the right to refuse registrations without giving reasons.

1.5.2 The registration is refused in any case, if it is not in due time or form, the registration fee has not been transferred before the deadline, the basic requirements for the participation respectively for the driver or vehicle is not fulfilled.

#### **1.6 Confirmation of registration**

A written confirmation of registration can be issued by the organization

#### **1.7 Acceptance of registration**

With the acceptance of the registration, the contract between organization and participant is established.

#### **1.8 Registration contract**

The contract obliged the driver and (in case) the co-driver to participate at the event under the stated conditions in the announcement.

#### **1.9 Withdrawal**

1.9.1 Participants are authorized to withdraw:

- Cancellation or postponing of the competition for more than 24 hours.
- At justified not guilty non-participation at the organization.

1.9.2 Only in case of cancellation or postponing the competition for more than 24 hours, the participant has the right of payback of the registration fee, if he respects the immediate time limited withdrawal-right.

### **1.10 Admission to start and classes**

1.10.1 Starts are possible in classes:

- O (Original)
- S (Standard)
- M (Modified)
- PM (Pro-Modified)
- Prototypes

1.10.2 Participation beyond competition is not possible.

### **1.11 Check of documents and technical acceptance**

1.11.1 Documents of the participants and the vehicles have to be checked ahead of the respective competition.

Drivers which have proofed all necessary documents, will receive a scorecard after the documents check. After the technical acceptance, the vehicles will be marked.

1.11.2 For document check, the participants have to submit:

Valid national or international driver license

Valid national license

**Passport**

Disclaimer of the vehicle owner

1.11.3 For technical examination, the participants must show up collective per nation at the fixed time with the vehicle for the competition and demonstrate the required safety equipment. Ahead of the technical acceptance, the teamleader of every nation is asked to proof that the competing cars are conform to the rules. In addition to that 3 cars from every class, chosen by lot, will be checked thoroughly. These startnumbers will be kept secretly until their presentations at technical control.

1.11.4 Vehicles, which are not conform to the technical requirements will be rejected. If the weaknesses/damages could be repaired, a new technical examination can be determined.

The new technical examination has to take place without new notice and in any case, if the vehicles are damaged after the technical examination. The repaired vehicle after the damage can only be released again after examination by the technical marshals.

### **1.12 Technical status**

1.12.1 Vehicles must be confirm to all points of the technical requirements during the entire event. During the whole competition can be random checks. By offending against the rules the technical marshal can take the car out of scoring

1.12.2 After the start of the competition vehicle, type of tires and size of tyres are not allowed to change until the end of the competition.

### **1.13 Training, Start positioning and drivers briefing**

1.13.1 Training in the competition sections is not permitted. Each person can start only one time as driver.

1.13.2 After checking of the documents, the organization can determine in which section or at what time the participant has to start.

1.13.3 Before opening of the section, a briefing with teamleaders will take place. Participation is mandatory for the teamleader of every nation.

1.13.4 The organization can determine the closure of single section at a certain times. This has to be announced at the teamleaders briefing

#### **1.14 Abandonment/breaking-off of a competition**

No scoring will be made in case of an abandonment/breaking-off of the competition.

#### **1.15 Ending of the competition and technical controls**

1.15.1 The competition is over when all participants have driven through their indicated sections or when the time limit, announced by the organization, is reached. All cars standing in line at the announced time limit are allowed to drive this section. For a correct transaction the marshals will collect the scorecards from the drivers in line.

1.15.2 After the competition and until the end of the protest time limit, it is not allowed to change anything at the vehicles. A "Parc Fermé" can be ordered.

A „parc ferme“ must be at the end of competition for one hour after the return of the last scorecard. If an organizer orders a timely more extended “parc ferme”, also this “parc ferme“ must be watched the whole time ( day and night) by a security team.

#### **1.16 Ranking**

1.16.1 Class-winner of the competition is the participant with the lowest number of penalty points.

1.16.2 Winner of the nations scoring is the team with the highest number of points. The nine best drivers from every nation are scoring.

#### **1.17 Particular happenings / disqualification**

1.17.1 The participants of an automobile sport event are obliged to sporting and fair play behavior. They have to act loyal versus the organization as well as versus the delegates of the [4x4 Euro Trail Commission](#) The Eurotrial Committee and to refrain from all action, which may jeopardize the interest of the automobile sport.

1.17.2 All violation of these behavioural rules and of the legal sporting rules may lead to disqualification.

1.17.3 The following matter of facts are not an exhaustive listing, only the most important violations with the possible consequences are stated:

1.17.3.1 Not covering of given out checks, deception of money transfers: Suspension (jury).

1.17.3.2 Participation of drivers who are not authorized to start, tried participation:  
Suspension (jury)

1.17.3.3 Participation of vehicles which are not authorized and not conforming to the rules, tried participation: Scoring exclusion (sports marshal), suspension (arbitrator)

1.17.3.4 Heavy negligent behaviour: Suspension (sports marshal)

1.17.3.5 Not respecting of the driving rules: Warning up to suspension (sports marshal, jury)

1.17.3.6 Not respecting of indications of the organization, the head committee of organization or the sports marshals: Warning up to suspension (OK/sports marshals/jury)

1.17.3.7 Refusal to a requested technical after check: Scoring exclusion (sports marshal), suspension (arbitrator)

#### **1.18 Results**

The intermediate results and the final results have to be published by the organization thirty minutes before price ceremony

#### **1.19 Protest procedure**

1.19.1 Every participant has the possibility to make a protest against a vehicle of another

participant of his class, if he suspects that this vehicle is not conform to the technical requirements of the Euro-Regulation. Generally, the protest-letter has to be handed at the scoring office only.

1.19.2 Class actions are not authorized and will be rejected by the sports marshals. A collective protest is made, if:

1.19.2.1 Several participants sign a protest and hand it over.

1.19.2.2 One participant hands over a protest for or against several vehicles, even if it is the same justification/reason.

1.19.3 The subject of protest must be clearly noticeable; the reason of protest is to be stated concretely.

1.19.4 A mentioned limitation in the protest letter in a way that in case of success further protest points are not to be treated anymore will not be considered. Generally, the sports marshals have to carry out the protest entirely.

1.19.5 Protest time limits are regulated as follows:

Protest of technical nature against other vehicles must be handed over until 30 minutes after the finishing of the competition of the concerned driver at the latest (within 30 minutes from the moment, when the protest adversary has handed in his board card).

1.19.6 All protests must be handled immediately. To handle the protest, ~~the sport marshal involves two additional person must be a member of the Eurotrial Committee.~~ **A jury of three persons appointed by the organizer, jury members must have good knowledge of the sport and not be involved in the organization of the competition they cannot be drivers or codrivers either. This triad discusses and decides in the view of the given regulations by majority of votes. The Jury can if they want use members of the Eurotrial Committee Board as advisors.**

1.19.7 With the hand over of the protest letter at the scoring office, a protest fee of 100,-- Euro has to be paid cash.

1.19.8 If the protest is rejected as not authorized or unfounded, the protest fee remains in the hands of the organization.

1.19.9 Generally, protest can only be handed in against a vehicle of the same vehicle class.

## **1.20 Appeals procedure**

1.20.1 The taken decision in the protest procedure may be pursued by appeals procedures. If the protest author or the protest adversary object to the decision, the sports marshal has to be informed in writing within 30 minutes after the publishing of the decision.

1.20.2 If the protest author or the protest adversary hands in the appeals procedures, a fee of 150,--Euro has to be enclosed in the objection letter.

### **1.20.3**

**Appeals will handled by the Eurotrial Committee Board, if any of the members of the board is in any way a part of the protest, they will be excluded from the group that handles the appeal. If the appeal is as not authorized or unfounded, the protest fee remains in the hands of the organization.**

## **1.21 Procedural-, definitional question**

1.21.1 Only the Trial-Leader or - in absence his Deputy Trial Leader - may give binding information about the organizational part of the event.

1.21.2. The definitions of the announcements' rules underlie the sports marshals and as the last level of jurisdiction the jury of the European Trial Championship.

1.21.3 No claims can be apprehended for sanctions or decisions from the sports jurisdiction of the organization as well as from their representatives, exception is made for intentional or heavy negligent damage causing.

### **1.22 Exclusion of recourse to legal action and limited liability**

1.22.1 The recourse to legal action is excluded for decision of the jury, the sports marshals or the organization acting as scoring judges.

1.22.2 No claims can be apprehended for sanctions or decisions from the organiser or the Euro-Trial-Commission, its arbitration tribunal as well as the representative, exception is made for intentional or heavy negligent damage causing.

### **1.23 Exemption of liability (danger liability, light negligence)**

By registering, driver and co-driver state their renunciation on demands for any kind of damages connected to the event namely against the organization, the sports marshals, the property owner, the authorities, the helpers and all persons which are in connection to the event, the property owner as far as damages are caused by the composition of the used underground at the event including accessories and the fulfillment- performance support of all mentioned persons and places, exception is made for intentional or heavy negligent damage causing. Against the other participants (driver, co-driver), their helpers, the owners, holder of the other vehicles, passenger (other particular wordings agreements between drivers, co-drivers will overrule!) and proper helper they renounce for any kind of demands on damages, which have been caused in connection with the trial competition, exception is made for intentional or heavy negligent damage causing. The agreement for exemption of liability is validated versus all persons involved with the handing in of the registration at the organisation.

### **1.24 Exemption of demands of the vehicle owner**

1.24.1 If the driver is not the owner of the vehicle to be used, he has to take care that the owner of the vehicle hands in the on the liability renunciation stamped on the subscription form.

1.24.2 Should the vehicle owner against this duty not sign this intention specification, the driver exempts all listed persons in 1.23 of all demands of the vehicle owner, exception is made for intentional or heavy negligent damage causing. This intention specification relies to demands against the other participants (driver, co-driver), their helpers, the owners, holder of the other vehicles, passenger (other particular wordings agreements between drivers, codrivers will overrule!) and proper helper they renounce for any kind of demands on damages, which have been caused in connection with the trial competition, exception is made for intentional or heavy negligent damage causing.

### **1.25 Responsibility, change in the announcement, cancellation of the event**

1.25.1 The participant (driver, co-driver, vehicle owner and -holder) participate at their own risk at the event. They alone bear the responsibility for civil- and criminal law for all caused damages by themselves or their vehicle, as far as no exemption of liability has been agreed upon following this announcement.

1.25.2 The organization has the right to modify the announcement according to acts of god or for safety reasons or ordered by the authorities or to cancel the event, should this be caused by extraordinary circumstances, without taking over any replacement claims for damages, exception is made for intentional or heavy negligence. Furthermore, the organization is responsible only as far as no exemption of liability is agreed upon in the registration procedure.