

VICTORIAN CLUB AUTOCROSS SERIES

Round 4 – Saturday June 1st and Sunday June 2nd 2019

SUPPLEMENTARY REGULATIONS

1. THE EVENT

The Event, a Multi-Club Autocross, shall be known as Round 4 of the 2019 VCAS series and will hereafter be called the Event. The Event will be a timed autocross for holders of current club membership of CAMS affiliated car clubs.

2. PROMOTERS

SWAN HILL SPORTING CAR CLUB (SHSCC) in conjunction with the Victorian Club Autocross Series (VCAS) Committee

The CAMS permit number is 319/0206/05

3. ORGANISING COMMITTEE.

Clerk of the Course: Chris Gibson CAMS #1134617 Tel 0422036369

Event Secretary: Lynne Paynter CAMS# 1124350
Tel 0428 557512 / 5037 6262
PO Box 691 Swan Hill 3585
E mail Eventsecretary@swanhillsportingcarclub.com.au

4. STEWARD

Chief Steward: Ted Paynter #CAMS 1124351

5. CHIEF SCRUTINEER :

Neil Donnan CAMS # 1506945

6. AUTHORITY

The Event will be held under the FIA International Sporting code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport Ltd. (CAMS), the Speed Event, Autocross & the 2019 VCAS Standing Regulations, the CAMS Victoria NGK Junior Pentathlon Series 2019 Regulations, CAMS Come and Try Policy, CAMS Motor Sport Passenger Ride Activity Policy, these Supplementary Regulations and any Further Regulations which may be issued. The Event will be held under and in accordance with the CAMS OH&S, Safety 1st and Risk Management Policies, which can be found at www.cams.com.au

7. PLACE AND DATE

The Event is a day Event and will be held on Saturday 1st of June and Sunday 2nd of June 2019 at the SWAN HILL SPORTING CAR CLUB track, Jack Chisholm Reserve approx. 10km west of Swan Hill on the Sea Lake – Swan Hill Road, Swan Hill

SATURDAY 1st JUNE Scrutineering will commence at 8:00am.

Driver's Briefing will be at 9:50am.

Come and Try or practice from 10.00am to noon **THIS IS THE ONLY SESSION WHEN PASSENGERS ARE ALLOWED.**

Break for lunch

VCAS Runs from 1pm to 5.00pm

Social night: Pizza for tea

SUNDAY 2nd JUNE Scrutineering from 8.00am

Drivers' briefing will be at 8:50am

VCAS from 9am to 3.00pm

PLEASE NOTE THAT NO DOGS ARE ALLOWED AT THE JACK CHISHOLM RESERVE

8. ENTRIES

(a) Entries will open on the on publication of these Regs and close at 9:30am on Saturday 1st June 2019.

Entries can be done via:

- CAMS MEE portal on the CAMS website www.meecamsau.com
- Post sending to **Event Secretary**, PO Box 691 Swan Hill 3585
- Email scanning your entry form to Eventsecretary@swanhillsportingcarclub.com.au

NOTE: Proof of direct deposit MUST be provided with all entries

Cheques or money orders should be made payable to "SWAN HILL SPORTING CAR CLUB".

Bank- Bendigo Bank BSB number 633-000 Account Number- 108477175 Ref: "VCAS John Doe" (your own name).

Cash will be accepted on the day by arrangement with the Event organisers.

EFTPOS IS AVAILABLE AT THE TRACK TO PAY ENTRY FEES AND CANTEEN PURCHASES. NO CASH OUT

(b) ENTRY FEES

ONE DAY OF RACING: SATURDAY **OR** SUNDAY

\$55 FOR DRIVERS OVER 18, \$35 FOR DRIVERS UNDER 18

TWO DAYS OF RACING: SATURDAY **AND** SUNDAY

\$100 FOR DRIVERS OVER 18 AND \$65 FOR DRIVERS UNDER 18

NO FAMILY ENTRY FEE AVAILABLE FOR THIS MEETING

FOR VCAS SCORING YOU MUST COMPETE ON BOTH DAYS AS PER 16. RUNNING DETAILS

(c) An entry will only be deemed valid when payment is received with a signed entry form or payment arranged for on the day.

(d) There will be a maximum of four drivers per vehicle.

(e) A maximum of 80 entries will be accepted, in order of receipt

(f) The promoter reserves the right to refuse entry in accordance with NCR83.

Please note that Scrutineering will be available at the stated times **OR** if a Scrutineer is available. If you have not entered by the stated time you will not be entered in to the system until a break. The Time Keeper is unable to enter names in the system while racing is in progress.

9. INSURANCE

(a) Public risk insurance has been affected by the Promoters.

(b) All Drivers and Officials are covered by the CAMS Motor Sport personal accident policy.

(c) Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

10. CLASSES

(Drivers will be graded into the following classes in accordance with the 2019 VCAS Standing Regulations)

P Standard Production (2WD, Road Tires Only, No Modifications Allowed)

C 0-1600cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)

D 1601-2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)

E Over 2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)

J Juniors – Aged 14 -18yo as of 1st January 2019 (No class S or W vehicles)

L Ladies (No class S or W vehicles)

S Specials (Custom built and excessively modified vehicles)

W Production Based 4WD or AWD (no tire restrictions apply)

Junior Competitors must be under the age of 18 years, on 1 January of the year of competition.

Juniors may compete in any class of vehicle but will be ineligible for Junior class points in class W or S vehicles.

If a Junior enters a class S or W car they shall compete in the appropriate open class regardless of their age. Ladies entering in a Class S or W vehicle will be ineligible for points in Ladies class

- Refer the VCAS 2019 Standing Regulations for full details

11. STARTING ORDER

Lining up on the grid it is the driver's responsibility to make sure they have completed the required runs. Preference will be given to those vehicles which have multiple drivers. Officials will use a priority lane method or other methods as deemed so by the Clerk of the Course.

This Starting Order may be changed at the discretion of the Clerk of the Course if deemed necessary. The Drivers will be notified at a Drivers' Briefing called by the Clerk of the Course.

12. DRIVERS

(a) All Drivers must hold and present a CAMS level 2S or 2JS License or superior and a current membership card for a CAMS affiliated car club.

(b) All competitors are required to wear snug fitting clothes covering the body from neck to wrist to ankles and suitable footwear. Clothing should be of a **fire resistant nature**. All apparel, including helmets must comply with the requirements of Schedule D of the current CAMS Manual of Motor Sport.

(c) Drivers must sign a Passenger Ride Entry Form if they are to ride as a passenger. Entries made via the CAMS portal are deemed to have signed this form.

(d) INSTRUCTORS AND INEXPERIENCED DRIVERS

If the Club Chief believes an inexperienced Driver needs an Instructor in the car with him/her, he will arrange for an Instructor to be appointed and go with that Driver. This will continue until the Instructor is satisfied that the Driver is competent to go on his/her own.

13. PASSENGERS

This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy.

- (a) A briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.
- (b) Passengers MUST:
 - i. wear the same protective gear as a Driver
 - ii. Be fitted and restrained as required for each Automobile with consideration for their physical attributes
 - iii. Complete a Passenger Ride Entry Form and disclaimer
 - iv. Drivers must fill out a Passenger Ride Entry Form to ride as a passenger.
 - v. Be at least 12 years of age
- (c) Vehicles and Apparel used must pass Scrutiny.
- (d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS."

14. COURSE

The Event will be run over twin 1.9km (approx) courses of dirt defined by tyres, witches hats and bunting. All runs will be a single lap timed from a standing start. Drivers will be expected to compete upon both the twin tracks to complete the Event AS PER 16. RUNNING DETAILS.

15. VEHICLE ELIGIBILITY

Vehicles must conform to the VCAS series regulations including but not limited to:

- (a) Vehicles must conform with the General Requirements for Cars and Drivers (Schedules A and B of the current CAMS Manual of Motor Sport). All vehicles must be fitted with a suitable front and back towing hook.
- (b) All vehicles must be fitted with two separate fastening systems on any opening front panel in accordance with Schedule B.
- (c) Fire extinguishers to a standard listed in Schedule H of the CAMS Manual of Motor Sport must be securely fitted to the vehicle. As per the current CAMS Manual of Motor Sport **Each AS1841 standard fire extinguisher shall be serviced every three years.**
- (d) All vehicles (except road registered vehicles in class P) must be fitted with mud flaps on all driven wheels and on both rear wheels. All vehicles must have mudguards covering all road wheels
- (e) Any vehicles competing in Class S must be fitted with rollover protection. Rollover protection is highly recommended in all other cases.
- (f) Fuel shall be with Schedule G Cams Manual

16. RUNNING DETAIL

Results will be determined by the competitor's fastest 2 laps per lane you must do at least 2 laps in each lane each day for a best 4 laps per lane and a total of 8 to Score of however many runs over the 2 days. The number of runs will be determined by the Clerk of the Course, dependent on the condition of the track. Timing will be controlled by light pole at the start time starts as soon as the light goes green and electronic light beams at the finish. Timekeepers are deemed Judge of Fact.

17. STARTING PROCEDURE

Competitors will line up in lane order and will be moved onto the starting pad as instructed. The starter will indicate to the driver when to proceed onto the course via lights or signals. Multiple driver cars and working officials who may also be Competitor will have a separate stalling lane to be able to queue quickly to even out the runs against single drive cars. Any Competitor who encounters difficulties on the course will be permitted a re-run only at the discretion of the Clerk of the Course. *(Reruns are usually given only to competitors whose runs were cancelled due to an on track issue or mistimed)*

18. FINISH PROCEDURE

At the end of each run the driver is to immediately decelerate the vehicle and proceed to the pit area via the track exit, stopping at the stop sign to let the following vehicle on the track pass, before proceeding to the pits. At all times when moving within the pit area and leaving the Autocross area, the maximum speed limit is to be 10kph.

19. TERMINATION

The organisers reserve the right to stop the Event at any time if they consider it necessary, in the interests of safety or for any other reason.

20. POSTPONEMENTS OR ABANDONMENT

The organisers reserve the right to postpone, abandon, or cancel the Event under NCR 59, or if insufficient entries are received. If the Event is cancelled or postponed for more than 24 hours, the entry fees shall be refunded in full.

21. AWARDS

Round Trophies will be presented to the following drivers

- 1st, 2nd, and 3rd Outright
- 1st in each class (2 or more entries in class)
- 2nd in each class (>5 entries in class)
- 3rd in each class (>10 entries in class)

22. ALCOHOL, DRUGS AND OTHER SUBSTANCES

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing

22. NOISE

Vehicles must not exceed a noise limit of 95dB (A).

24. PENALTIES

(a) Penalties shall be applied as described in the current VCAS Series Regulation except:

- i. Jumping the start (starting lights) will incur a 10 second penalty
- ii. Failure to pass a course marker on the correct side – equivalent penalty (5s) to hitting a marker.

(b) Any breach of these Supplementary Regulations will be dealt with in the same manner as breaches of all other regulations pertaining to the Event

25. PROTESTS

Protests must be lodged in accordance with Part XII of the NCR and accompanied by the appropriate fee.

26. RESULTS.

The organizers will supply results to all competitors via either email (if supplied) or via mail with results also to be posted on:

- VCAS website www.vicclubautocrossseries.com and
- SHSCC website www.swanhillssportingcarclub.com.au

27. CATERING, TOILET FACILITIES AND CAMPING.

Food and refreshment will be available from the SHSCC FOOD BUS on the 2 days of the Event. Camping at the venue is available from the Friday night. There is no smoking near the Food Bus under the Shade Cloth area while food is being sold from the bus or while tea is in progress Saturday night.

TEA SATURDAY NIGHT. There will be a Pizza tea provided at the cost of \$11 per person. Under 12s eat free. This can be paid anytime during the day up until 3.00pm. A bulk order of a variety of Pizzas is ordered and delivered from Swan Hill.

28. DOGS

PLEASE NOTE THAT NO DOGS ARE ALLOWED IN THE WHOLE OF THE JACK CHISHOLM RESERVE INCLUDING THE SWAN HILL SPORTING CAR CLUB AREA

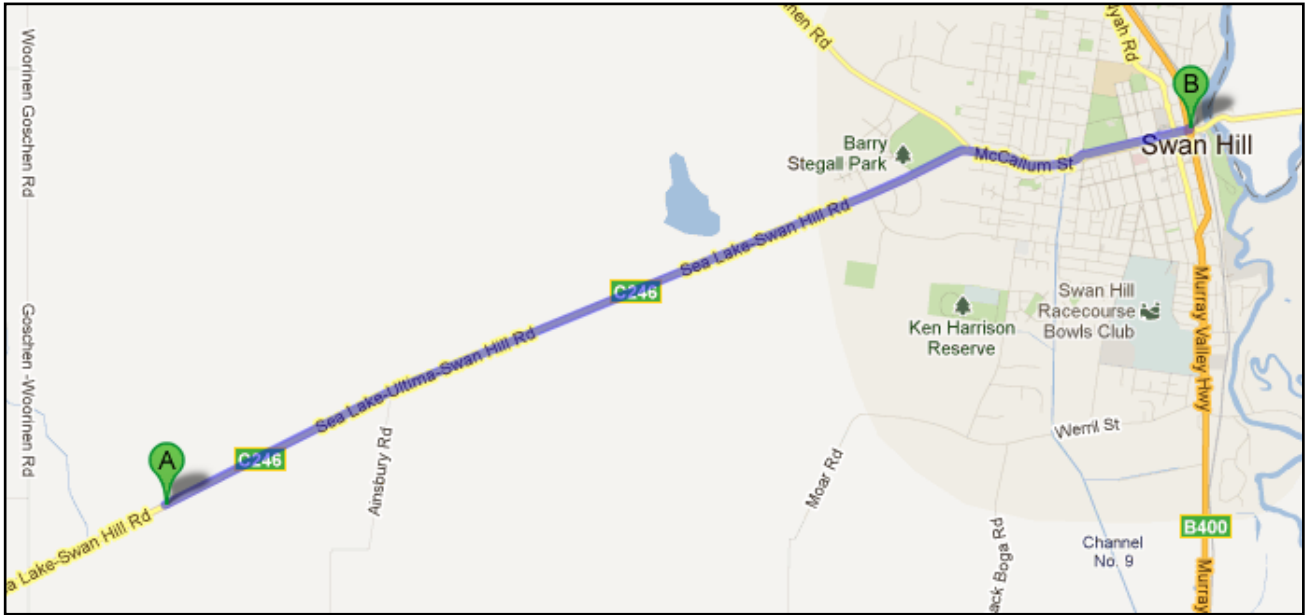
29. HOW TO GET THERE

From Swan Hill

Heading North on the Murray Valley Highway through Swan Hill – Turn left McCallum Street at the large clock tower. (Head towards Sea Lake);

Continue on McCallum Street past the football oval in town, and suburbs at the edge of town and continue on this route out of town towards Sea Lake on Sea Lake – Swan Hill Road – The Track is approx. 9.2km from the Murray Valley Highway Clock Tower and on the left (south side) of the road in the Jack Chisholm Reserve. Just follow the road down to the back past the Speedway.

Camping is allowed at this site, (tents, caravans, motor homes or clubhouse) - Ring Lynne Paynter 0428 557 512 or email to eventsecretary@swanhillssportingcarclub.com.au to arrange prior to the Event. Shower will be available on site.



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ENTRY FORM

ARE ANY OF THE DRIVERS – NGK JUNIOR PENTATHLON SERIES COMPETITORS

Yes/ No

Name(s) (Block letters).....

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of CAMS.

Entrant / Driver 1

Class.....

Name (Block letters)..... E-mail.....

Address..... P/Code.....

Club.....CAMS License #..... Phone (AH)..... (Mob).....

Emergency Contact Name and Phone

Junior Pentathlon Competitor Y / N Racing Saturday/ Sunday or both Total paid \$.....

Driver 2

Class.....

Name (Block letters)..... E-mail.....

Address..... P/Code.....

Club.....CAMS License #..... Phone (AH)..... (Mob).....

Emergency Contact Name and Phone

Junior Pentathlon Competitor Y / N Racing Saturday/ Sunday or both Total Paid \$.....

Driver 3

Class.....

Name (Block letters)..... E-mail.....

Address..... P/Code.....

Club.....CAMS License #..... Phone (AH)..... (Mob).....

Emergency Contact Name and Phone

Junior Pentathlon Competitor Y / N Racing Saturday/Sunday or both Total Paid \$.....

Driver 4

Class.....

Name (Block letters)..... E-mail.....

Address..... P/Code.....

Club.....CAMS License #..... Phone (AH)..... (Mob).....

Emergency Contact Name and Phone

Junior Pentathlon Competitor Y / N Racing Saturday/Sunday or both Total Paid \$.....

Description of Car

Make..... Model..... Modified: Yes/ No Class.....

Body Type..... Colour.....

VICTORIAN CLUB AUTOCROSS SERIES Round 4 – Saturday June 1st and Sunday 2nd 2019 RISK WARNING, DISCLAIMER AND INDEMNITY

Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motor Sport Activities. I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport Activities include but are **NOT LIMITED** to the risk that I may suffer harm as a result of:
 - motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
 - others participants acting dangerously or with lack of skills;
 - high levels of noise exposure;
 - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event; and
 - the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

In exchange for being able to attend or participate in the Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - a) my **death**;
 - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a **disease**;
 - d) the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - i. that is or may be harmful or disadvantageous to me or the community; or
 - ii. that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motor Sport Activities **at my own risk**. I **understand** that:
- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of the Entities as the supplier of the Motor Sport Activities / Recreational Services;
- nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.

Where Motor Sport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN VICTORIA 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;
- 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 (Vic)**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services 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.

WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

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 services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- 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 (SA), 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 CAMS and the Entities 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.

Further information about your rights can be found at www.ocba.sa.gov.au

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does **NOT** include a claim under a CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means Event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' public/product/professional indemnity insurance policies **and** each of their related bodies corporate (including their related bodies corporate) **and** each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a) a sporting activity; or
 - b) a similar leisure time pursuit or any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this Event.

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

NAME		SIGNATURE	
Person	Signature	Name	Date
Entrant / Driver 1			
Witness			
Driver 2			
Witness			
Driver 3			
Witness			
Driver 4			
Witness			

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD

I of [Address] am the parent/guardian* of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the minor. I consent to the minor attending/participating in* the Event at his/her own risk.

* Delete whichever does not apply

Signed..... Date.....

Parent/Guardian*

Witness..... Date:

Name and address of witness

Risk Warning and Disclaimer

RISK WARNING AND ASSUMPTION OF RISK

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does **NOT** include a claim under a CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) **and** each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a) a sporting activity; or
 - b) a similar leisure time pursuit or any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motor Sport Activities.

I acknowledge that:

- the risks associated with attending or participating in Motor Sport Activities include but are **NOT LIMITED** to the risk that I may suffer harm as a result of:
 - motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
 - others participants acting dangerously or with lack of skills;
 - high levels of noise exposure;
 - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
 - the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

In exchange for being able to attend or participate in the Motor Sport Activities, I agree:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease**;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community,
- howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** CAMS and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motor Sport Activities **at my own risk**.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of CAMS and the Entities as the supplier of the Motor Sport Activities / Recreational Services;
- nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.

Where Motor Sport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN VICTORIA

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;
- 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 (Vic)**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services 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.

WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

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 services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- 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 (SA), 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 CAMS and Entities 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.

Further information about your rights can be found at www.ocba.sa.gov.au

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF ANY INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in Motor Sport Activities being provided by CAMS and the Entities. I agree to be bound by the rules, regulations and policies of CAMS at all times as a condition of participating in this activity. The information I have entered into this form is true and correct and I will advise CAMS immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

SIGN HERE

DATE

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Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I _____ of _____

am the parent/guardian (*Delete non applicable*) of the above-named (**'Minor'**) who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the activity at his or her own risk.

SIGN HERE

DATE

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Your Privacy

CAMS requires the above information to assess your suitability for a passenger ride activity. The information provided by you may be used and disclosed to others by CAMS for the purposes of CAMS' business. CAMS may not be able to permit you to undertake the activity if you do not provide all of the information requested above. Full details of CAMS' privacy policy (including how you can access and correct your personal information and make a complaint) are available at CAMS' website (www.cams.com.au).

CAMS and its partners may send you direct marketing materials from time to time. This is in addition to relevant information which CAMS may send to you as part of CAMS' services.

Please tick this box if you DO NOT want to receive direct marketing from CAMS or its partners.