

## VICTORIAN CLUB AUTOCROSS SERIES Round 5 – Saturday June 4th and Sunday June 5th 2022

### SUPPLEMENTARY REGULATIONS

#### 1. THE EVENT

The Event, a **Club Autocross**, shall be known as Round 5 of the 2022 VCAS series and will hereafter be called the Event. The Event will be a timed autocross for holders of current club membership of Motorsport Australia affiliated car clubs.

#### 2. PROMOTERS

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

The Motorsport Australia permit number is 322/0506/07

#### 3. ORGANISING COMMITTEE.

**Clerk of the Course:** Chris Gibson ID #1134617 Tel 0422 036 369

**Event Secretary:** Lynne Paynter ID # 1124350

Tel 0428 557 512 / 03 5037 6262

PO Box 691 Swan Hill 3585

E mail [eventsecretary@swanhillsportingcarclub.com.au](mailto:eventsecretary@swanhillsportingcarclub.com.au)

#### 4. STEWARD

**Chief Steward:** Ted Paynter ID # 1124351

**5. CHIEF SCRUTINEER :** Neil Donnan ID # 1506945

#### 6. AUTHORITY

The Event will be held under the FIA International Sporting code including Appendices and the National Competition Rules (NCR) of Motorsport Australia, the Speed Event, Autocross & the 2022 VCAS Standing Regulations, Motorsport Australia Come and Try Policy, Motorsport Australia Motor Sport Passenger Ride Activity Policy, these Supplementary Regulations and any Further Regulations which may be issued. The Event is to be held in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au).

Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at [www.motorsport.org.au](http://www.motorsport.org.au).

#### 7. PLACE AND DATE

The Event is a day Event and will be held on Saturday 4th June and Sunday 5th June at the SWAN HILL SPORTING CAR CLUB track, Swan Hill Motorplex, approx. 10km west of Swan Hill on the Sea Lake – Swan Hill Road, Swan Hill

SATURDAY 4th June COME AND TRY SECTION Scrutineering will commence at 8:00am. (if required)

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 AND THE USE OF AN INTRODUCTORY LICENCE.**

Break for lunch

VCAS SECTION SPEED EVENT

Driver's Briefing 1.00pm

Runs from 1.15pm to 5.00pm

Social night: Pizza for tea

SUNDAY 5th June VCAS SPEED EVENT

Scrutineering from 8.00am (if required)  
Drivers' briefing will be at 8:50am  
VCAS from 9am to 3.00pm

**PLEASE NOTE THAT NO DOGS ARE ALLOWED AT THE SWAN HILL MOTORPLEX**

## 8. ENTRIES

(a) Entries will open on the on publication of these Regs and close at 9:30am on Saturday 4th June.

Entries can be done via:

- Motorsport Australia portal on the Event entry website [motorsportaustralia.org.au](http://motorsportaustralia.org.au)
- Post sending to **Event Secretary**, PO Box 691 Swan Hill 3585
- Email your entry form to [eventsecretary@swanhillsportingcarclub.com.au](mailto: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 AVAILIABLE AT THE TRACK TO PAY ENTRY FEES AND CANTEEN PURCHASES. NO CASH OUT*

(b) ENTRY FEES

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

**\$65** FOR DRIVERS OVER 18 **\$40** FOR DRIVERS UNDER 18

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

**\$110** FOR DRIVERS OVER 18 AND **\$80** FOR DRIVERS UNDER 18

NO FAMILY ENTRY FEE AVAILIABLE 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 the NCR.

## SCRUTINEERING

**On Saturday 4th June and Sunday 5th June scrutineering will be done on the Self- Scrutineering Checklist and Event Entry (Statement of Compliance) These forms need to be submitted as part of the Completed entry form found on the Supp Regs. The Chief Scrutineer reserves the right to sample scrutinize cars on either day if needed. A snap inspection may be held on either day.**

## 9. INSURANCE

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

(b) All Drivers and Officials are covered by the Motorsport Australia personal accident policy.

(c) Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at <https://motorsportaustralia.org.au/>

## 10. CLASSES

(Drivers will be graded into the following classes in accordance with the 2022 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 1<sup>st</sup> January 2022 (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 2022 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 an Motorsport Australia Speed/Speed Junior License or superior and a current membership card for a Motorsport Australia 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 Motorsport Australia Manual.
- (c) Drivers must sign a Passenger Ride Entry Form if they are to ride as a passenger. Entries made via the Motorsport Australia portal are deemed to have signed this form.

## 13. PASSENGERS

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

## 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 to the General Requirements for Cars and Drivers (Schedules A and B of the current Motorsport Australia Manual). 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 Motorsport Australia Manual must be securely fitted to the vehicle. As per the current Motorsport Australia Manual **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 Motorsport Australia 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 staging 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 the NCR, 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

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

## 22. ALCOHOL, DRUGS AND OTHER SUBSTANCES

The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

## 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 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:

- VICAS website [www.vicclubautocrossseries.com](http://www.vicclubautocrossseries.com) and
- SHSCC website [www.swanhillsportingcarclub.com.au](http://www.swanhillsportingcarclub.com.au)

**27. CATERING, TOILET FACILITIES AND CAMPING.** The Food Bus will be open for catering from Lunchtime on Saturday till Sunday afternoon.

Menu Board will be located outside the Bus.

**ONLY 2 PERSONS ARE ALLOWED IN THE FOOD BUS. FOOD WILL BE ORDERED, PAID FOR AND COLLECTED INSIDE THE BUS. SIGNS WILL BE UP TO FOLLOW COVID-19 SOCIAL DISTANCING REQUIREMENTS**

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 \$14 per person. Under12 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 SWAN HILL MOTOR PLEX RESERVE INCLUDING THE SWAN HILL SPORTING CAR CLUB AREA**

## 29. HOW TO GET THERE

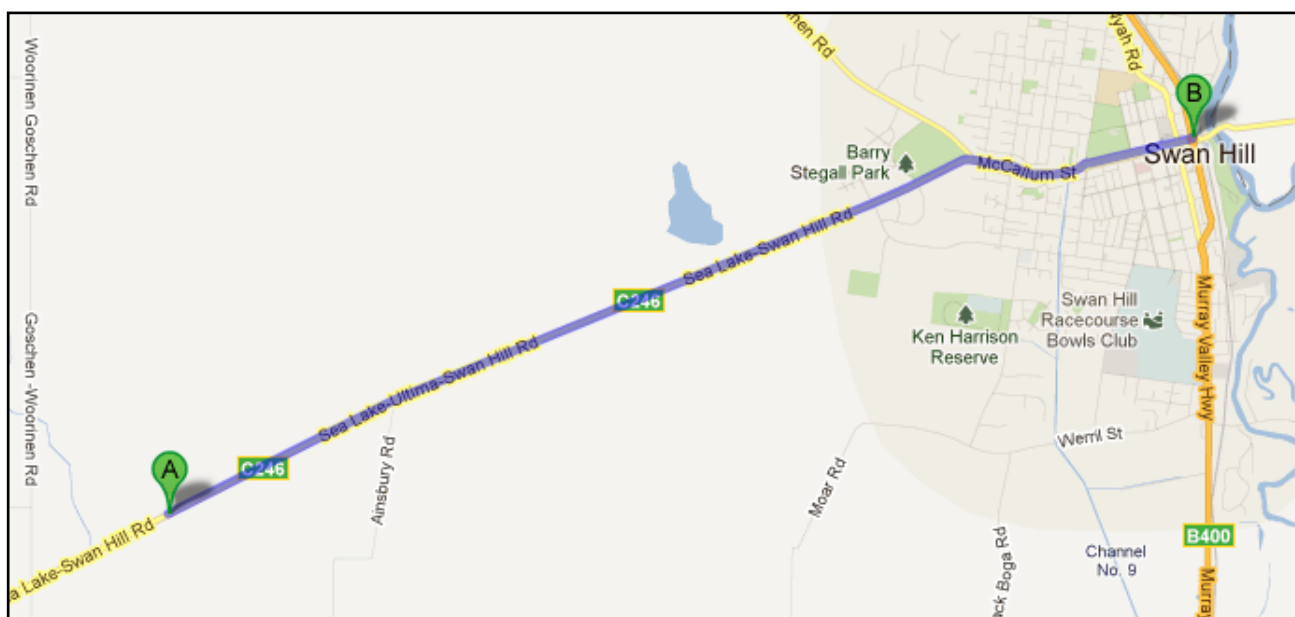
From Swan Hill

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 Swan Hill Motorplex. 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@swanhillsportingcarclub.com.au](mailto:eventsecretary@swanhillsportingcarclub.com.au) to arrange prior to the Event. Shower will be available on site.**

**No power is available for campers**



**VICTORIAN CLUB AUTOCROSS SERIES  
ROUND 5 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 A

<b>Entrant / Driver 1</b>	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	License #.....
	Phone (AH)..... (Mob).....
Emergency Contact Name and Phone .....	
Junior Pentathlon Competitor Y / N    Racing Saturday/ Sunday or both    Total paid \$.....	

<b>Driver 2</b>	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	License #.....
	Phone (AH)..... (Mob).....
Emergency Contact Name and Phone .....	
Junior Pentathlon Competitor Y / N    Racing Saturday/ Sunday or both    Total Paid \$.....	

<b>Driver 3</b>	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	License #.....
	Phone (AH)..... (Mob).....
Emergency Contact Name and Phone .....	
Junior Pentathlon Competitor Y / N    Racing Saturday/Sunday or both    Total Paid \$.....	

<b>Driver 4</b>	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	License #.....
	Phone (AH)..... (Mob).....
Emergency Contact Name and Phone .....	
Junior Pentathlon Competitor Y / N    Racing Saturday/Sunday or both    Total Paid \$.....	

<b>Description of Car</b>			
Make.....	Model.....	Modified: Yes/ No	Class.....
Body Type.....	Colour.....	Number(preferred).....	

## ROUND 5

### RISK WARNING, DISCLAIMER AND INDEMNITY

**Motorsport 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 Motorsport Activities.**

#### Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport 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;

other 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 and Indemnity

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

to release Motorsport Australia 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 Motorsport Activities;

to indemnify and hold harmless and keep indemnified Motorsport Australia 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 Motorsport 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 Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;

nothing in this document prevents Motorsport Australia and 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 Motorsport Australia and the Entities is limited to the minimum liability allowable by law;

nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and

Motorsport Australia has arranged for 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 Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport 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 Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

Under Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);

contraction, aggravation or acceleration of a disease of an individual; or

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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport 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 me:**

are rendered with due care and skill;

are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and

might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if I am 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: I note that the change to my rights, as set out in this form, does not apply if my 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 Motorsport Activities Held in South Australia

**Under sections 60 and 61 of The Australian Consumer Law (SA), if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:**

will be rendered with due care and skill; 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

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 My Rights:

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Definitions:

"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 Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;

"Entities" means event and competition organisers/promoters/managers, land and track



owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's 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;

"Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;

"Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

"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;

"Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:

a sporting activity; or

a similar leisure time pursuit or any other activity that:

involves a significant degree of physical exertion or physical risk; and

is undertaken for the purposes of recreation, enjoyment or leisure.

### **COVID 19 DECLARATION**

I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days; and
- have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

### **DECLARATION**

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times.

The information I have entered into this form is true and correct and I will advise Motorsport Australia 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.

Person	Signature	Name	Date
<b>Entrant / Driver 1</b>			
Witness			
<b>Driver 2</b>			
Witness			
<b>Driver 3</b>			
Witness			
<b>Driver 4</b>			
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

**COVID 19 REQUIREMENTS**

**This event will be ran in accordance with the Venue COVID Plan to ensure compliance with government regulations and to ensure the safety of all participants and competitors.**

**In all matters of dispute or questions regarding the application of the COVID plan the nominated COVID Official will be considered the Judge of Fact and their decision final.**

- 
- 
- 
- **Drivers Briefing and Scrutineering will be conducted with social distancing principals in place.**
- **The area in the Clubhouse will be limited access. Signage will be in place.**
- **The timing booth and Food Bus will be NO ACCESS to anyone other than authorised**

**officials.**

- **Spectators and non-essential persons are allowed to enter the venue.**
- **Multiple drivers in the same vehicle are allowed..**
- **Passenger rides will be allowed on the day.**
- **All persons entering the venue must agree to comply with the COVID Plan and all signage on site, a copy of this plan will be available on the day.**

**In addition to this by submitting an entry you are confirming that:**

- **You or any member of your household has NOT entered any COVID Hot Spots ( as defined by the Chief Health Officer)in the last 14 days and will not do so between the time of your entry and the event.**
- **You have not returned from overseas in the last 14 days.**
- **You are not required to be in self isolation/self quarantine**
- **You have not come into contact with a suspected or confirmed case of COVID 19 in the last 14 days prior to the event.**
- **You agree that if you are feeling any symptoms of COVID 19 on the day of the event you will not attend the site. In this case your entry fee will be refunded in full.**

# Risk Warning, Disclaimer and Indemnity



**Motorsport 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 Motorsport Activities.**

## Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport 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;
- other 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 and Indemnity

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

- to **release** Motorsport Australia 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 Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia 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 Motorsport 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 Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and 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 Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for 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 Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport 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 Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

## Warning Applicable in Relation to Motorsport 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 me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am 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:** I note that the change to my rights, as set out in this form, does not apply if my 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 Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; 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
- 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 My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

## Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

## Definitions:

- "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 Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's 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;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "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;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a sporting activity; or
  - a similar leisure time pursuit or any other activity that:
    - involves a significant degree of physical exertion or physical risk; and
    - is undertaken for the purposes of recreation, enjoyment or leisure.

## COVID-19 Declaration

I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days;
- have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

## Declaration (must be completed by all applicants)

### ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times as a condition of continuing to hold a licence. The information I have entered into this form is true and correct and I will advise Motorsport Australia 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.

**APPLICANT'S  
NAME**

**APPLICANT'S  
SIGNATURE**

SIGN HERE

**DATE**

—

—

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

I, \_\_\_\_\_ of \_\_\_\_\_

am the parent/ guardian (*tick 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 event at his or her own risk.

SIGN HERE

**DATE**

—

—



## Risk Warning and Disclaimer

**Motorsport 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 Motorsport Activities.**

### Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport 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;
- other 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 and Indemnity

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

- to **release** Motorsport Australia 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 Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia 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 Motorsport 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 Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and 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 Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for 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 Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport 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 Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

### Warning Applicable in Relation to Motorsport 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 me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am 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:** I note that the change to my rights, as set out in this form, does not apply if my 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 Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; 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
- 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 My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

### Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

### Definitions:

- "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 Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's 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;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "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;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a sporting activity; or
  - a similar leisure time pursuit or any other activity that:
    - involves a significant degree of physical exertion or physical risk; and
    - is undertaken for the purposes of recreation, enjoyment or leisure.

# Event Entry

## Self-Scrutiny Statement of Vehicle Compliance

TSP03EE



### Competitor

**Competitor** - I being the competitor of the vehicle described on the Entry Form and being legally authorised to enter the vehicle described, hereby declare that the vehicle and all related equipment and components necessary for participation in this event shall be presented at all times and in every respect in a condition suitable for use in this activity. I have caused the vehicle to be inspected according to a maintenance schedule which I have developed and declare that it is free from mechanical defects, be they of preparation or structural integrity, that may render the vehicle unsafe for the proposed activity. I acknowledge that where any aspect of the vehicle or related equipment and components is found, by the Chief Scrutineer,

- to be in breach of the Motorsport Australia National Competition Rules (NCR) and/or the Regulations of the Event; or
- to be subject to a serious mechanical defect,

that I may be subject to penalties under the NCR.

My signature below indicates my acceptance of the above declaration.

### Driver, Co-Driver/Navigator

I/we being the named driver/co-driver/navigator of the vehicle described on this form hereby declare that I/we have been fully briefed by the competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition, and are satisfied that the vehicle is safe and suitable for the intended competition and that my/our competition apparel is in compliance with the NCR; Schedule D – Apparel.

My/our signature/s below indicate acceptance of the above declaration.

### The Event

EVENT NAME

DATE

- -

PERMIT NO.

as per the Supplementary Regulations.

### Declaration

COMPETITOR NAME

COMPETITOR SIGNATURE

SIGN HERE

DRIVER 1 NAME

DRIVER 1 SIGNATURE

SIGN HERE

DRIVER 2, CO-DRIVER OR  
NAVIGATOR NAME

DRIVER 2, CO-DRIVER OR  
NAVIGATOR SIGNATURE

SIGN HERE

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

I, \_\_\_\_\_ of \_\_\_\_\_

am the parent/ guardian (*tick 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 event at his or her own risk.

SIGN HERE

DATE

- -

### Vehicle issued with a Motorsport Australia Log Book - Recent Competition and Scrutiny Audit History

For a vehicle that is issued with a Motorsport Australia Vehicle Log Book the Competitor must complete the following table showing the Competition and Scrutiny history of the vehicle described above for the last five relevant Events as shown in the Vehicle Log Book. If at the time of completion of this declaration the vehicle is entered into another Event yet to be held, please indicate in the space provided.

DATE	VENUE	SCRUTINY AUDIT CONDUCTED	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		OTHER EVENT - YET TO BE HELD	

**Please Note:** This form must be submitted with the event entry form and a completed **Self Scrutiny Checklist** for the event discipline (Race/Rally/Speed/Autotest etc.)



# Self-Scrutiny Checklist

## Speed



### Event Details

#### EVENT

DATE - -

EVENT TYPE

### Vehicle Details

VEHICLE NO.

LOG BOOK NO.

REGISTRATION/  
PERMIT NO.

GROUP/CLASS

VEHICLE YEAR

VEHICLE MAKE

VEHICLE MODEL

### Checklist - please tick (Strike through all Non-Applicable items – dependent on Speed Activity)

#### Regulation Compliance

Motorsport Australia Manual – Schedule A	Motorsport Australia Manual – Schedule B
Speed Event Standing Regulations	Comments
<b>Speed Event specific requirements</b>	
Hillclimb	
Sprint/SuperSprint	
Drifting	
Autocross	
Regularity Trial	
Formula Libre	

#### Vehicle General Condition

Steering System	Throttle Return Spring
Brakes	Signage (comp No., battery, etc.)
Fluid Levels/Leaks	Fuel System (tank, lines, etc.)
Battery Secure/Covered	
Exhaust System (condition/noise)	
Comments	

#### Vehicle General Safety

(dependent on Speed Activity)

Fire Extinguisher and mounting
Safety Cage and Padding
Safety Harness (seatbelt) and Mounting
Seat and Mounting
Interior – condition/no loose items etc.
Firewall/bulkhead
Comments

#### Motorsport Australia Manual – Schedule D – Apparel (where applicable)

Driver 1	Driver 2
Helmet	Helmet
Overalls/Outerwear	Overalls/Outerwear
Footwear	Footwear
Goggles/Visor	Goggles/Visor

### Self-Scrutiny Checklist Declaration

The completion of the checks described on this form is for the sole purpose of acceptance into Motorsport Australia competition. It does not constitute a check or confirmation that the vehicle is in compliance with the relevant Motorsport Australia NCR or event regulations. By completing this checklist, the competitor acknowledges that they are presenting the vehicle in compliance with the Motorsport Australia Manual, including the NCR and all relevant regulations specific to the vehicle and event. This includes any necessary check of apparel as to be used in that vehicle by each Driver or Co-Driver/Navigator.

COMPETITOR NAME

COMPETITOR SIGNATURE

SIGN HERE

DATE - -