



# 2023 Terry Baker Weekend

## TCCA – RSOCVic Motorsport Weekend

### 20<sup>th</sup> and 21<sup>st</sup> May 2023

Presented by Rally Sport Owners Club of Victoria and Toyota Car Club Australia,

#### GENERAL INFORMATION

- PRE EVENT INFO** For pre-event information or queries, please call Nicholas on 9758 4208 or 0412 175518
- EVENT FORMAT** This event is designed as a motorsport challenge between TCCA, RSOCV, FFCC and NCCA for new and existing motorsport competitors and a range of skill levels. It will consist of:
- A Touring Road event from Officer to Haunted Hills track,
  - A bitumen Motorkhana, and
  - A Hillclimb.
- Competitors may enter any, or all three portions of the event.**
- EVENT RESTRICTIONS** This event is only open to financial members of TCCA, RSOCVic, and other Motorsport Affiliated Car Club members. A third entry number is reserved for each of the two organising clubs – so entries are limited. Pre-entry is mandatory as no entries will be taken on the day of the event...
- ENTRIES** Entries for this event must be sent C/O Entries Secretary via email to [daleandkate0379@gmail.com](mailto:daleandkate0379@gmail.com). Direct deposits can be made to: "Ford RS Owners Club Victoria" Bank account: BSB : 033 337 A/c : 392514 Please put your "Name" and "TBMSWE" after so we can identify the payment. Entries must be accompanied by the signed disclaimer and payment Licences will be available on the day at the event. Up to 4 adults and any number of juniors may compete in any car, provided that this is indicated on the entry form.
- TOURING ROAD EVENT** This will be a 2 – 2 ½hr drive to the Haunted Hills track. Meeting point will be the BP outbound service station on the Monash Freeway at Officer (between Berwick and Pakenham) at 8am on Saturday 20<sup>th</sup> May 2023. Competitors will be divided up into teams consisting of those in each car (1 car = 1 team). Instructions will be issued to each team with sealed instructions and sent off at 1 minute intervals. This portion of the event is open public roads and all Road Rules MUST be adhered to. The route will need to be navigated by each team with a series of questions that need to be answered by travelling along the prescribed route. The "route" will be approx. 150km in length and will be suitable for cars towing race car trailers and fully on sealed roads and vehicles with a single person. Answers will be checked to determine a team winner.
- MOTORKHANA** The bitumen Motorkhana will be held in the Haunted Hills Hillclimb car park in Bill Shultz Road, Yallourn on Sat 20<sup>th</sup> May 2023. Book in for competitors will be from 10:45am upon arranging at the venue which is the finishing point for the Touring Road Event. The Motorkhana will commence immediately following a driver briefing at 12noon. Test sheets will be provided upon book in. The Motorkhana is expected to finish around 5pm.
- DINNER** Dinner will be at The Morwell Hotel at 311-327 Princes Dve, 3840 Morwell, Australia. Dinner and sharing stories from the day will start from 6:30pm. **Confirmation of attendance at the dinner must be provided to Maurie via SMS on 0418 357360 before 6pm Wednesday 17<sup>th</sup> May 2023.** Please remember that if competing the following day - a zero alcohol BAC is applicable on Sunday – so no excessive alcohol consumption on Saturday night.
- ACCOMODATION** Competitors must organize their own accommodation if staying locally. Accommodation is available in Morwell or Moe as well as surrounding towns. Accommodation at the Morwell Hotel (5134 1355) starts from around \$75 for a single for the night (Same venue as Sat night dinner). Camping is also available at the track – please book with Maurie via SMS on 0418 357 360 before 6pm Wednesday 17<sup>th</sup> May 2023
- HILLCLIMB** On Sunday 21<sup>st</sup> May 2023 a Hillclimb will be held at the Haunted Hills GCCs ground at Bill Shultz Road, Yallourn. Book in and scrutiny will be held from 8:30am with competition starting immediately following drivers briefing at 10am. Competitors should try to arrive around 8:30-9am at the venue) Multiple runs will be held on the track during the day, with competition expected to cease around 4:30pm.

## DRIVERS

New drivers are welcome / **encouraged to come** to and join in the event as it is aimed at catering for novice competitors who have not competed previously. Speed/Speed Junior will be available at the event for both the Motorkhana and Hillclimb. **Level 2 Speed competition Licences will be available (free for the first 25 entries who require them, with 1 third reserved for each of the two organising clubs).**

Drivers in the Touring Road portion of the event must be suitably licenced to drive on public roads in Victoria.

Drivers in the Motorkhana portion of the event must be 12yo and older and have a Motorsport Australia Speed or Speed Junior licence as a minimum. A single passenger / instructor may be taken in the Motorkhana portion of the event, providing they have signed the appropriate disclaimer or are entered as another competitor. Drivers must wear a minimum of closed shoes and shorts and a T shirt whilst competing.

Drivers in the Hillclimb portion of the event must be 14yo and older and have a Motorsport Speed or Speed Junior licence as a minimum. Inexperienced junior drivers will need to demonstrate suitable car control (in the Motorkhana) and have an experienced licenced adult as an instructor for the Hillclimb portion of the event. Drivers in the Hillclimb portion of the event must wear ankle to wrist non-flammable clothing and a helmet while competing.

## PASSENGERS

Passengers are welcome / encouraged to come to and join in the event as it is aimed at catering for novices who have not competed previously.

There are no restrictions on passengers in the Touring Road portion of the event however all road rules must be followed.

A single passenger in the Motorkhana portion of the event will be permitted and must be 12yo and older, providing they have signed the appropriate disclaimer with the same apparel requirements as the driver.

No passengers will be allowed in the competitive Hillclimb component of the event.

## VEHICLES

Any road car and most types of competition cars are suitable for this event. Specific competition cars or modifications are NOT required and road tyres should be utilized with most road cars eminently suitable for this event. Vehicles will be checked for safety before the Motorkhana and Hillclimb portions of the events, and can be registered, unregistered, club permit or specially constructed vehicles.

All vehicles should

- be empty of loose items in the cabin and boot,
- have steering and suspension components in good condition with no play,
- have seatbelts and seats in good condition and securely mounted,
- have the battery securely fastened,
- and be in generally sound condition.

For the Hillclimb - an AS compliant fire extinguisher (*dated within 3 years*) must be provided and securely fixed (*by high tensile bolts*) within reach of the driver. Additionally, in the Hillclimb, a battery triangle must be provided on the external bodywork of the vehicle (*may be in temporary blue tape*) near the battery. If the car is a logbooked car, an approved HANS and HANS compatible helmet must be worn.

All vehicles will be checked at scrutiny before competing in the Motorkhana or Hillclimb event components. If unsure of compliance / requirements, please contact either of the event directors for guidance.

It is anticipated that amongst the classes (*TBD based on entry numbers / vehicle types*) will be a "Road Warrior" class. The class is specifically designed for normal road cars and will have 3 basic requirements – that the vehicle is driven to and from the event, competes in all three components of the event, and that the same tyres are used for the whole weekend (exemptions for punctures / tyre damage etc will need to be sought from the event directors).

## ASSISTANCE

Assistance and guidance can be provided at any time throughout the weekend from experienced competitors by asking one of the event officials. Experienced competitors are also on hand and willing to take passengers in the Motorkhana and provide tips to provide guidance as requested. Guidance for both adults and juniors is available. Each Club Team will have a nominated Team Leader (TBD).

**CATERING/ FACILITIES** Toilets are available at the Haunted Hillclimb track venue. (*A toilet stop is included approx. ¾ of the way through the Touring Road event too*) Food, drink will be available at the venue as GCC will be running a Canteen at the track during both Saturday and Sunday portions of the event.

**CLUB TEAM COMPETITION** This event is designed as a novice motorsport challenge between RSOCVic and TCCA. It is designed to be a friendly competition with club vs club for the event. Every competitor / car shall be allocated a team (RSOCVic or TCCA) based upon origin club and car to be driven at the organisers discretion if not from one of the two organising clubs. The teams will generally be of even numbers to balance the club competition. For each of the 3 event disciplines throughout the weekend, a winning club will be determined based upon the best 6 results in class for each club team. The club competition for each component is scored 2, 1. The winning club will be the club with the most (cumulative) points for all three event disciplines.

**ALTERNATE SUNDAY EVENT / CRUISE** For those people attending only the Sunday portion of the event or intending to spectate on the Sunday, a cruise down to the venue is being organized. Meeting point will be the BP outbound service station on the Monash Freeway at Officer (between Berwick and Pakenham) at 7:30am for an 7:45am departure am on Sunday 21st May 2023. People meeting for the freeway cruise to the venue should meet outside the McDonalds entrance. (Please note that the event organizers will NOT be at this meeting point, and attendees need to organize themselves to leave at 7:45am in order to arrive at the venue at 8:45 - 9am. The trip is 90km long and should take 60 - 65 minutes.

## CLUB WEBSITES

TCCA website [www.tccav.org.au](http://www.tccav.org.au)

RSOCVic website [www.rsocv.com](http://www.rsocv.com)

## ENTRY DOCUMENTATION

Submitted emailed entries to [daleandkate0379@gmail.com](mailto:daleandkate0379@gmail.com) should comprise of the following:

- Completed electronic entry form
- Identification if you need a new licence (Free for first 25 applications)
- Scan / Screenshot of proof of bank deposit
- Signed Disclaimer

## SUPPLEMENTARY REGULATIONS

<b>Type of Event</b>	<b>Club TRE, Motorkhana and Hillclimb</b>
<b>Name of Event</b>	<b>Terry Baker Motorsport Weekend 2023</b>

The event will be held under the FIA International Sporting Code include Appendices and the [National Competition Rules](#) (NCR) of Motorsport Australia, the current Hillclimb Regulations, the National Motorkhana Regulations, the Motor Sport Passenger Ride Activity (MSPRA) Policy, these Supplementary Regulations, and any Further Regulations that may be issued.

This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au)

The Promoter reserves the right to refuse any entry in accordance with the NCR of the current Motorsport Australia Manual and to cancel the Event if, in its opinion, insufficient entries are received. The Promoter reserves the right to cancel, postpone or abandon the event in accordance with the NCR of the current Motorsport Australia Manual.

<b>Dates of Event</b>	20 <sup>th</sup> and 21 <sup>st</sup> May 2023	Permit #	3	2	3	/	2	0	0	5	/	0	2
<b>Venue</b>	Haunted Hills GCC Track – Bill Shultz Drive, Yallourn												
<b>Promoter/Organiser</b>	TCCA & RSOCV												
<b>Clerk of the Course</b>	Nicholas Charrett /Deputy Maurice Hanger	<b>Licence No:</b>	9727109 / 9128230										
<b>Scrutineer</b>	Graeme Palmer	<b>Licence No:</b>	884706										
<b>Steward</b>	Matthew Dulak	<b>Licence No:</b>	1140660										
<b>Postal Address for Entries</b>	<i>Entries will only be accepted electronically</i>												
<b>Email</b>	<a href="mailto:daleandkate0379@gmail.com">daleandkate0379@gmail.com</a>	<b>Telephone (Nicholas / Maurice):</b>	0412 175 518 / 0418 357 360										
<b>Entries open</b>	Upon issue of these regulations.	<b>Entries close</b>	– Wednesday 17 <sup>th</sup> May 2023 at 8pm										
<b>Maximum entries</b>	60	<b>Entry fees</b>	TRE Only - \$10/car Motorkhana Only - \$30 Hillclimb Only - \$100 Full Event - \$100 (including TRE, Motorkhana and Hillclimb)										
<b>Entry restrictions</b>	Entries will only be accepted from current TCCA, RSOCVic, and MA affiliated clubs, with 33% entries are reserved for each organising club until 6pm on the 13 <sup>th</sup> May 2023, after which entries may be opened to others. Entries accepted in order of receipt, on the official printed or electronic on-line entry form. Confirmation of entry will be provided via email by 9am Thursday 18 <sup>th</sup> May 2023.												
<b>Minimum Motorsport Australia licence requirement</b>	Touring Road Event – Civil Drivers Licence Motorkhana / Hillclimb – Speed/Speed Junior (Intro licences will be available at the event by prior arrangement) <b>Speed competition Licences will be available (free for the first 25 entries who require them, with 1 third reserved for each of the two organising clubs).</b>												
<b>Compulsory Drivers Briefing</b>	TRE – Saturday at Officer BP Rear Carpark 7:55am Motorkhana – Saturday 12Noon at book in table. Hillclimb – Sunday 9:50am at book in table. Social distancing requirements (as per applicable DHHS requirements) will occur.												
<b>Vehicle Requirements</b>	Vehicles be checked at scrutiny at the event prior to completion. General Requirements for Cars & Drivers – Schedule A (Motorkhana - 4H) and Schedule A & B (Hillclimb) A fire extinguisher complying with AS1841 and be securely mounted with HT bolts within reach of the driver for the Hillclimb portion of the event. Slick racing tyres may be utilised, however a compliant roll cage complying with Schedule J of the Motorsport Australia Manual must be present in that vehicle. Fuel must comply with Schedule G of the Motorsport Australia. A battery triangle must be provided for cars entered in the hillclimb and should indicated the battery position.  Drivers of vehicles with a logbook must present that log book to the scrutineer at the event.												
<b>Apparel</b>	All apparel including helmet shall comply with Schedule D of the Motorsport Australia Manual. Closed shoes, shorts and a T shirt (as a minimum) must be worn in the Motorkhana. A Helmet and long sleeve shirts and pants are required by competitors when competing in the Hillclimb. Drivers of cars with Motorsport Australia logbooks must utilise HANS devices if the car is capable of running them (as per Motorsport Australia requirements).												
<b>Classes / Categories</b>	To be determined based upon entries received. However, a “Road Warrior” class however is anticipated where entrants will need to drive the vehicle to and from the event as well as compete / drive the whole weekend on the same set of (road legal) tyres. (Exemptions for punctures / tyre damage etc will need to be sought from the event directors).												
<b>Document Verification and Vehicle Scrutiny</b>	Verification of relevant Motorsport Australia Licence will be undertaken by the organisers on / prior to Friday 19 <sup>th</sup> May 2023. Competitors with new (recent) licences should scan a copy of their licence receipt from Motorsport Australia as proof of a recent licence application. New licences will be available at the event (Note the event will fund up to 25 new Speed competition licences for new competitors). Please contact the event directors for clarification if in doubt PRIOR to the event.												

<b>Event Conditions</b>	Individual event results shall be determined by the lowest aggregate of elapsed times on the tests completed, plus any penalties. Results for the combined event will comprise of a points system for each of the three events totalled.
<b>Covid19 Requirements</b>	<p>Nicholas Charrett is the event's allocated Covid19 official and all directions by Nicholas (or other officials) MUST be complied with.</p> <p>Anyone who is feeling unwell, or showing signs of COVID-19, or has been in contact with anyone with COVID-19, or returned from overseas in the last 14 days <b>CANNOT ATTEND THIS EVENT</b>. If you are unwell or not able to attend the event for any of these reasons - AND message us prior to the start of competition a full refund will be provided (no questions asked).</p> <p>All entrants must observe the DHHS requirements for community sport as per the current state government requirements at the time of the event.</p> <p>Competitors are highly encouraged to have the Government CovidSafe App on their phone.</p>
<b>Other Regulatory Conditions (Awards, restrictions etc)</b>	<p>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. A single passenger is permitted in any competing vehicles in the Motorkhana providing they are over 12yo and have signed the Passenger Ride Entry form (Available at the event).</p> <p>For the Hillclimb, inexperienced Juniors must be accompanied by an experienced instructor. If time permits a non-timed / non-competitive session may be run where a single passenger will be allowed in the Hillclimb portion of the event providing they are over 14yo and have signed the Passenger Ride Entry form.</p> <p>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 also <a href="http://www.motorsport.org.au">www.motorsport.org.au</a></p> <p>Smoking (which includes e-cigarettes and "vaping") and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.</p> <p>Motorsport Australia's National Integrity Framework and any associated policy (including the Australian Anti-Doping Policy, Motorsport Australia's Illicit Drugs in Sport (Safety Testing) Policy, the Motorsport Australia Alcohol Policy), apply to any activity authorised by Motorsport Australia as published at <a href="http://www.motorsport.org.au">www.motorsport.org.au</a>.</p> <p>Any Participant including the holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.</p> <p>Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.</p>
<b>Protests</b>	Any protest must be lodged in accordance with the NCR.

Held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR's) of Confederation of Australian Motor Sport Ltd. (Motorsport Australia).

## 2023 Terry Baker Motorsport Weekend Entry Form

*If completing entry form by hand, please ensure you print details clearly.*

**WHICH PARTS OF THE EVENT ARE YOU ENTERING?** *(Please tick)*

**Full Event**

Touring Road Event

Motorkhana

Hillclimb

Do you require a new MotorSport Australia License ?

CAR DETAILS: MAKE/MODEL	COLOUR	ENGINE SIZE	PREFERRED CAR NUMBER	OFFL USE ONLY
LOGBOOK NO (if issued)	SPECIAL Yes      No	ENGINE to DRIVE Over      Away		
<b>COMPETITOR / DRIVER 1*</b>		Motorsport Aus LIC #	EXPIRY DATE	
ADDRESS	CLUB	MEMBERSHIP NO	EXPIRY DATE	
TOWN/SUBURB	POSTCODE	CONTACT PHONE NUMBER		
EMAIL ADDRESS			JUNIOR Yes      No	
EMERGENCY CONTACT		PHONE (DAY)		
<b>DRIVER 2*</b>		Motorsport Aus LIC #	EXPIRY DATE	
ADDRESS	CLUB	MEMBERSHIP NO	EXPIRY DATE	
TOWN/SUBURB	POSTCODE	CONTACT PHONE NUMBER		
EMAIL ADDRESS			JUNIOR Yes      No	
EMERGENCY CONTACT		PHONE (DAY)		
<b>DRIVER 3*</b>		Motorsport Aus LIC #	EXPIRY DATE	
ADDRESS	CLUB	MEMBERSHIP NO	EXPIRY DATE	
TOWN/SUBURB	POSTCODE	CONTACT PHONE NUMBER		
EMAIL ADDRESS			JUNIOR Yes      No	
EMERGENCY CONTACT		PHONE (DAY)		
<b>DRIVER 4*</b>		Motorsport Aus LIC #	EXPIRY DATE	
ADDRESS	CLUB	MEMBERSHIP NO	EXPIRY DATE	
TOWN/SUBURB	POSTCODE	CONTACT PHONE NUMBER		
EMAIL ADDRESS			JUNIOR Yes      No	
EMERGENCY CONTACT		PHONE (DAY)		

# 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.**

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 behavior, 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 the 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. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an 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 behavior, 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 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 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 Motorsport 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 Motorsport Australia 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.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 organizers/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.

Declaration (must be completed by all applicants)

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.

ENTRANT NAME

SIGNATURE SIGN HERE DATE - -

DRIVER 1 NAME

SIGNATURE SIGN HERE DATE - -

DRIVER 2 NAME

SIGNATURE SIGN HERE DATE - -

DRIVER 3 NAME

SIGNATURE SIGN HERE DATE - -

DRIVER 4 NAME

SIGNATURE SIGN HERE DATE - -

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

I, [Name] 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.

SIGNATURE SIGN HERE DATE - -

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