



Swan Hill Sporting Car Club Inc.  
Twin Track AutoCross Racing

**CLUB LEVEL NON COMPETITIVE**  
**COME AND TRY**

**SATURDAY 13<sup>th</sup> JULY AND SUNDAY 14<sup>th</sup> JULY 2024**

**SATURDAY 13<sup>th</sup> JULY, Come and Try Day/Test and Tune Day**

**SUNDAY 14<sup>th</sup> JULY Come and Try Day/ Test and Tune Day**

## **SUPPLEMENTARY REGULATIONS**

### **AUTHORITY**

The Event will be conducted under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Motorsport Australia, the Autocross Standing Regulations, the Motorsport Australia Motorsport Passenger Ride Activity policy, the Motorsport Australia Come and Try Policy, these Supplementary Regulations and any Further Regulations or instructions that may be issued, and will be subject to Motorsport Australia Permit No **324/1407/01**

The Event will be conducted under and 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).

### **PROMOTER**

The Event will be promoted and organised by the Swan Hill Sporting Car Club, PO Box 691, Swan Hill Vic 3585

### **KEY OFFICIALS**

|                      |   |
|----------------------|---|
| CLERK OF THE COURSE  | Chris Gibson (ID# 1134617)  |
| EVENT SECRETARY      | Stacey Paynter (ID#1131599)<br>P.O. Box 691, Swan Hill. 3585<br>Telephone 0428 557 512<br>Email: <a href="mailto:eventsecretary@swanhillssportingcarclub.com.au">eventsecretary@swanhillssportingcarclub.com.au</a> |
| COMPETITOR LIAISON   | Stacey Paynter (ID #1131599)  |
| CHIEF SCRUTINEER     | Neil Donnan (ID # 1506945)  |
| ASSISTANT SCRUTINEER | Zara McGillivray-Hawkins (ID #2001226)  |

### **EVENT DESCRIPTION**

The Event will be a **Club Level Non Competitive Autocross** Event to be conducted at SHSCC track, located at the Swan Hill Motorplex, Sea Lake-Swan Hill Road, Swan Hill, over a distance of 1980 metres in a single direction, from a standing start, operating on both tracks. This Event will also incorporate Come and Try activities on both days. As this Event is non-competitive there will be no results, and no prizes issued.

**NO DOGS ARE ALLOWED IN THE SWAN HILL MOTORPLEX**

**SATURDAY 13<sup>th</sup> July** COME AND TRY DAY and TEST AND TUNE DAY

**SUNDAY 14<sup>th</sup> July** COME AND TRY DAY AND TEST AND TUNE DAY.

This is a normal club event for members of Swan Hill Sporting Car Club. Entries must be submitted by the due date- Saturday 13<sup>th</sup> July. The normal entry fee needs to be paid for these days.

### **ENTRIES**

Entries will open on the publication of these Supp Regs and close at 12.00pm on Saturday 18<sup>th</sup> May 2024

(a)ENTRIES CAN BE MADE THROUGH THE MOTORSPORT AUSTRALIA PORTAL. THIS IS THE PREFERRED WAY OF ENTERING THE EVENT.

The Portal can be found at <https://motorsport.org.au/login>

Fill in all the details as per instructions on this site.

Once entered on this site all your details are stored and don't need to be filled in each time, just updated.

You can pay several different ways on this site. The Club is encouraging you to pay this way. If you want to pay on the day please enter Cheque in payment.

(b)Entry Fees can also be paid by Direct Deposit into the SHSCC Bank Account up until Thursday 11<sup>th</sup> July Please use your first and surname as a Reference on your email/entry form if you choose to pay this way.

Bank Details are Bank- Bendigo Bank

BSB number 633-000

Account Number108477175

(c) Entries can be emailed directly to the Event Secretary, **with all pages completed.**

Email address is [eventsecretary@swanhillssportingcarclub.com.au](mailto:eventsecretary@swanhillssportingcarclub.com.au)

(d) Eftpos is now available to pay for Entries at the track.

(e) Swan Hill Motorplex Competitor Entrant fee \$2 per competitor – this fee is for future development of the Swan Hill Motorplex. All motorsport competitors pay this fee when competing at this complex. This fee is in addition to the entry fee.

(e) The entry fee for entries submitted at or before 12.00pm Saturday 13<sup>th</sup> July shall be:

SINGLE ENTRY

Come and Try Round: Saturday OR Sunday ONLY: \$57 for all drivers

Saturday AND Sunday: \$99 for all drivers

FAMILY ENTRY:

2 or more members of one family living at the same address

Come and Try Round: Saturday OR Sunday ONLY: \$99 for all family drivers

Saturday AND Sunday: \$177 for all drivers

(e) An entry will only be deemed valid when payment is received with a signed entry form.

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

(g) The Organiser reserves the right to refuse an entry in accordance with the NCR.

(h) When paying an entry fee for one or both days the amount must be entered on the Entry form.

(i) Non-Members of the Swan Hill Car Club will need to sign up for a temporary membership with Swan Hill Sporting Car Club (cost \$6).

### **COMPETITION**

There will be no officially timed runs. However, an optional Familiarisation Runs will commence at 1.15pm on Saturday 13<sup>th</sup> July and 10.15am on Sunday 14<sup>th</sup> July and the Event will commence immediately afterwards.

### **PERSONS ELIGIBLE**

The Event will be open to members of the SHSCC who are holders of a current Motorsports Australia Speed/Speed Junior or superior licence and any other. Any Motorsport Australia licenced member of another club can become a temporary member of the Swan Hill Sporting Car Club for the Event. Introductory Licences are applicable for Come and Try Participants.

### **PARENTAL CONSENT**

If any Competitor, Driver or Passenger is under 18 years of age, the consent of his/her parent or guardian must appear on the entry form. The Parent/Guardian must stay at the track.

# NO DOGS ARE ALLOWED IN THE SWAN HILL MOTORPLEX

## SCRUTINEERING

### Saturday 13<sup>th</sup> July

Scrutineering will start at 11.00am until 12.45pm sharp., Driver briefing and Parade Laps in accordance with the NCR from 1.00pm and Racing at 1.15pm until 5.00pm

Twilight Racing will take place from 7.00pm until 9.00pm weather and track conditions permitting.

### Sunday 14<sup>th</sup> July

Scrutineering will be between 9.00am and 9.45am. Driver briefing and Parade Laps from 10.00am and Racing at 10.00am to 3.00pm.

All vehicles must be scrutineered and passed for competition prior to participation. Motorsport Australia Licences, Competition Records and Motorsport Australia Log Books (if issued), and current Club Membership Cards must be produced at Scrutiny and on request during the Event.

If a car has been scrutinised on the Saturday it will not be required to be scrutinised on the Sunday unless it has been damaged to cause a safety issue.

## TYRES

Road and Rally tyres may be used to run.

## DRIVERS BRIEFING

THE ATTENDANCE OF ALL DRIVERS AND PASSENGERS IS COMPULSORY AT THE DRIVERS AND PASSENGERS BRIEFING. On Saturday 13<sup>th</sup> July will be held at 1.00pm and on Sunday 14<sup>th</sup> July will be held at 10.00am. Drivers and Passengers who fail to attend the briefing and sign the attendance sheet may be liable for a penalty applied by the Clerk of the Course. The starting order will be advised at the Drivers Briefing, and any change to the running order during the event will be at the absolute discretion of the Clerk of the Course.

## PROTESTS

Any protests must be lodged in accordance with the NCR.

## ABANDONMENT

The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR.

## INTEGRITY

Smoking (which includes e-cigarettes and "vaping") and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

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 [www.motorsport.org.au](http://www.motorsport.org.au).

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.

Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.

## REFUELING OF VEHICLES

This may only be carried out in the designated refuelling area located in the parking area near the toilets. NO REFUELING IS TO BE CARRIED OUT IN THE PITS OR PADDOCK.

## SAFETY - CARS

The attention of competitors is drawn to Vehicle Technical Appendix of the Motorsport Australia Manual Schedule A and B, in which all vehicle requirements are listed in detail. Vehicles must be fitted with a fire extinguisher complying with Schedule H of the Motorsport Australia Manual. Competitors are reminded that the possession and use of Halon/BCF fire extinguishers, other than where specific approval has been given by the E.P.A., is prohibited. Fuel must be in accordance with Schedule G of the Motorsports Australia Manual.

## SAFETY - DRIVERS

Drivers must wear a helmet to a standard listed in Schedule D of the Motorsport Australia Manual, and be deemed by the Scrutineers of the Event to be in a suitable condition for motor sport use, non flammable clothing, including cover from ankles to wrist to throat, suitable footwear, and goggles or visors with lens other than glass in open cars (see General Requirements for Cars and Drivers, Schedule D of the Motorsport Australia Manual).

Drivers must fill out a Passenger Ride Entry Form if they intend to be a passenger (if they enter on the day). If the driver's entry is made via the Motorsports Australia Portal, then a form does not need to be signed.

## **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. Passengers must be 12 years of age.

## **NOISE**

All competing cars must be fitted with a device that restricts the exhaust noise level to a maximum of 95dB (A) measured at a distance of 30 metres on a drive by test under full acceleration. Vehicles may be checked during competition. *Any competitor's car that exceeds this limit will be warned. A second offence will result in expulsion from the remainder of the Event.*

## **COMPETITION NUMBERS**

Competitors permanent numbers will be accepted *where possible*. Please advise if this is the case. In all other cases, preferred car numbers (as requested on the entry form) will be allocated in order of receipt.

## **CLASSES**

(Drivers will be graded into the following classes)

P Standard Production (2WD, Road Tyres Only, No Modifications allowed)

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

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

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

J Juniors – Aged 14 -18yo as of 1st January 2024 (see following note).

L Ladies (See following note)

S Specials (Custom built cars and excessively modified sedans)

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

F Fun class Just for the fun of it no club points or any accruing of points or places.

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 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.

A junior competitor whom competes in an "open" class must continue to compete in an "open" class for the remainder of the year.

Ladies who drive a Class S or W vehicle must compete in the Class S or W for the rest of the year.

*- Refer the VCAS 2024 Standing Regulations for full details*

**Class F is just for fun and to allow drivers to test different cars at an event without interfering with club championship. There will be no points or place referenced for this class.**

## **INTRODUCTORY LICENCES**

These are available on the day at a cost of \$30. This licence enables a new driver to compete without obtaining a full licence. It is good for the whole event. **ONLY ONE CAN BE USED EACH YEAR.** There are some Medical restrictions applied to this licence. The minimum age is 14 years.

## **LICENCES- SENIOR AND JUNIOR**

These are available at the track.

A Senior Speed Licence cost is \$165 plus \$10 if a card is requested. A Junior Speed Licence cost is \$35 plus \$10 if a card is requested. The minimum age is 14 years.

There are some medical restrictions to these licences.

**NO DOGS ARE ALLOWED IN THE ENTIRE SWAN HILL MOTORPLEX**

**CATERING**

The Food Bus will be open for catering from Lunchtime on Saturday till Sunday afternoon.  
Menu Board will be located outside the Bus.

**NO SMOKING AREA**

The area beside the Catering Bus is a NO SMOKING AREA when the Bus is open for food.

**ENTRY FORMS****PLEASE FILL OUT ALL THE DETAILS PLEASE.**

One Entry form is attached for both days of the meeting.

Please indicate on the form which day/s you are racing and how much your fee is.

Please fill in all the entry form with all the details included, and sign the Driver's Disclaimer at the end.

Get your entry in as soon as possible via the various ways to enter, preferably via the Motorsport Australia portal.



**ENTRY FORM**  
**SATURDAY 13<sup>th</sup> JULY AND SUNDAY 14<sup>th</sup> JULY 2024**

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsports Australia

**COMPETITOR/DRIVER DETAILS**

COMPETITOR \_\_\_\_\_ DRIVER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
POSTCODE \_\_\_\_\_ PHONE (AH) \_\_\_\_\_ PHONE (BH) \_\_\_\_\_  
LICENCE NO (COMPETITOR) \_\_\_\_\_ (DRIVER) \_\_\_\_\_  
LOG BOOK NO. \_\_\_\_\_ CLUB \_\_\_\_\_  
EXPIRY DATE (COMPETITOR) \_\_\_\_\_ (DRIVER) \_\_\_\_\_  
EMERGENCY CONTACT AND NUMBER \_\_\_\_\_  
EMAIL ADDRESS (for correspondence) \_\_\_\_\_

**VEHICLE DETAILS**

MAKE & MODEL \_\_\_\_\_ BODY TYPE \_\_\_\_\_ YEAR \_\_\_\_ COLOUR \_\_\_\_  
ENGINE CAPACITY TURBO/SUPERCHARGED \_\_\_\_ PREFERRED NO (s) \_\_\_\_  
CLASS (Refer to page 4 of the Supplementary Regulations) \_\_\_\_\_

**ENTRY DETAILS**

SINGLE ENTRY SATURDAY ONLY \_\_\_\_\_ SUNDAY ONLY \_\_\_\_\_ BOTH DAYS \_\_\_\_\_  
FAMILY ENTRY SATURDAY ONLY \_\_\_\_\_ SUNDAY ONLY \_\_\_\_\_ BOTH DAYS \_\_\_\_\_  
TEMPORARY MEMBERSHIP \$6.00 \_\_\_\_\_

**NO DOGS ARE ALLOWED IN THE SWAN HILL MOTORPLEX**

**RISK WARNING AND ASSUMPTION OF RISK**

**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 will and agree to:**

- 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 including but not only COVID-19;
  - 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;
  - any claim for any costs and expenses I may incur as a consequence of any of the above;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:**

- a. "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;
- b. "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, service crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- e. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a. a sporting activity; or
  - b. a similar leisure time pursuit or any other activity that:
    - i. involves a significant degree of physical exertion or physical risk; and
    - ii. is undertaken for the purposes of recreation, enjoyment or leisure.

**DECLARATION**

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.



COMPETITOR'S SIGNATURE

DATE   -   -

1ST DRIVER'S SIGNATURE

DATE   -   -

2ND DRIVER'S SIGNATURE

DATE   -   -

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.

DATE

-   -

**NO DOGS ARE ALLOWED IN THE SWAN HILL MOTORPLEX**



# 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.

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**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.

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- 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).

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- "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;
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  - 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.

# 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 - -