

<b>NAME OF EVENT:</b>	<b>Tri Series - Lap Dash</b>
<b>TYPE OF EVENT:</b>	One Car Sprint
<b>VENUE/LOCATION:</b>	Oakburn Park Tamworth

The event will be conducted under the International Sporting Code of the FIA., the National Competition Rules of Motorsport Australia., the Non-Speed Event Standing Regulations, the National/State Championship or Series Regulations relevant to the event, the Motorsport Australia Passenger in Vehicle Guidelines, the Motorsport Australia Come and Try Policy, these Supplementary Regulations and any further Supplementary Regulations or Bulletins which may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1<sup>st</sup> and Risk Management Policies. **This Event will be conducted under and in accordance with any and all of the current Motorsport Australia COVID-19 Ready to Race strategy requirements**, 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).

<b>EVENT START DATE</b>	15/05/2021	<b>PERMIT NUMBER</b>	221/1605/04
<b>EVENT FINISH DATE</b>	16/05/2021		

<b>ORGANISING CLUB/PROMOTER:</b>	Tamworth Sporting Car Club
<b>ORGANISING COMMITTEE:</b>	Tamworth Sporting Car Club
<b>ADDRESS:</b>	P O Box 115 Tamworth
<b>EMAIL:</b>	<a href="mailto:info@tamworthscc.com.au">info@tamworthscc.com.au</a>

<b>CLERK OF COURSE</b>	Jason Newling	<b>MEMBER ID</b>	1134773
<b>SECRETARY</b>	Ken Moffett	<b>MEMBER ID</b>	9879288
<b>SCRUTINEER</b>	Dave Rogers	<b>MEMBER ID</b>	9235375
<b>TIMEKEEPER</b>	Craig Albertson	<b>MEMBER ID</b>	9907950
<b>JUDGE OF FACT</b>		<b>MEMBER ID</b>	

<b>CHIEF STEWARD</b>	Trevor Osbourne	<b>MEMBER ID</b>	9555936
<b>2<sup>nd</sup> STEWARD</b>	N/A	<b>MEMBER ID</b>	
<b>COVID-19 CHECKER</b>	Matt Halpin	<b>MEMBER ID</b>	9443442

<b>ENTRIES OPEN:</b>	On Release	<b>ENTRIES CLOSE:</b>	Sun 11.59pm 09/05/2021
<b>ELIGIBLE CLUBS:</b>	Tamworth Sporting Car Club	MG Car Club Newcastle	Kempsey Car Club
<b>ENTRY FEES:</b>	\$120 Sun \$30 Practice	<b>MIN &amp; Max ENTRY:</b>	60 entries 5 reserves
		<b>Direct deposit details:</b>	<b>BSB 032 621</b>
		<b>Account Number:</b>	<b>890591</b>
		<b>Reference Number:</b>	<b>Competitor Surname</b>
<b>EMAIL ENTRIES TO:</b>	<a href="mailto:entries@tamworthscc.com.au">entries@tamworthscc.com.au</a>		



<b>MINIMUM LICENCE REQUIREMENTS:</b>	L2S	<b>Event Start time</b>	Sat-12.30 Sun-9.00am
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<b>DRIVERS BRIEFING TIME:</b>	Sun-8.40am	<b>LOCATION:</b>	Dummy Grid
<b>SCRUTINEERING TIME:</b>	Self Scrutiny	<b>LOCATION:</b>	

- All vehicles must comply with Schedule A and Schedule B of the current Motorsport Australia Manual.
- Approved helmets and apparel, in accordance with Schedule D of the current Motorsport Australia Manual.
- Fuel must be in accordance with Schedule G of the current Motorsport Australia Manual.
- Cars must be adequately muffled.
- Competitors must produce a valid and current:| Motorsport Australia Competition | Licence Club Membership Card of a Motorsport Australia Affiliated Car Club | Log Book (if issued).

**VEHICLE CATEGORIES & CLASSES:** These are as set by the NAMS Club Delegate's Panel.

**Preface:** It is the competitor's responsibility to ensure that they read and understand the class specifications in this document and how they apply to their vehicle. Assistance in interpreting these rules can be sought from any MGCCN committee member, or a scrutineer at an MGCCN event, please do not use Classes as shown within the MEE Entry Form.

**Permitted Modifications:** In the following regulations certain freedoms are specified - If a freedom or modification is not specifically allowed in this document, or the Motorsport Australia vehicle class referenced (Types 3 and 4), **then it is not permitted.** It is generally accepted that competitors may nominate to compete in a class of higher specification that their vehicle would normally comply with, however the vehicle must comply with all the regulations for the nominated class.

**Vehicle Types eligible for all the above events:**

**Type 1:** Unmodified, Road Registered \*(or unregistered (except for Tar Series), but presented in a condition to be registered) Production vehicles, where the only freedoms relate to safety, engine reconditioning, tyres and cosmetic items.

**Type 2:** Modified Road Registered \*(or unregistered but presented in a condition to be registered) production vehicles allowing originally available options and minor modifications to engines, suspension and tyres.

**Type 3:** Competition vehicles (registered or not) including 3J Club Cars. The detailed regulations for this vehicle type must be read in conjunction with the Group 3J, Club Car regulations as defined in the current Motorsport Australia Manual.

**Type 4:** Highly modified competition vehicles. Group 3D Sports Sedans exactly as defined in the current Motorsport Australia Manual. The detailed regulations for this vehicle type must be read in conjunction with the Group 3D, Sports Sedan regulations as defined in the current Motorsport Australia Manual.

**Type 5:** Purpose built vehicles such as Motorkhana vehicles, Off Road vehicles and Open Wheelers as defined under 1st Category Racing Cars in the current Motorsport Australia Manual.

**Type 4WD:** All production based 4-wheel drive vehicles. Note that this class DOES NOT apply to 4WD vehicles in Tar Series events. 4WD vehicles will continue to compete in vehicle type SV in Tar Series events. Additional Vehicle Types for Tar Series Events only.

**Type SV:** Road registered \*(or unregistered but presented in a condition to be registered) vehicles that do not fairly compete in the Types above due to power/weight or drive train improvements. Included in SV are all kit cars (Lotus 7 and replicas, Cobras etc.), all 4WD, and all cars with Limited Compliance Plates. In addition, any competitor may request that his car be entered in type SV if it does not fully comply with T1,2,3,4 regulations.

**Marque Sports:** Cars eligible to compete in Marque Sports Class shall only be those as defined in the Group 2B Eligible vehicles list in the current Motorsport Australia Manual. Refer Sup Regs.

**Open or Closed Sports Car Group 2A & 2C under 2 Litre** as per the current Motorsport Australia Manual.

**Open or Closed Sports Car Group 2A & 2C over 2 Litre** as per the current Motorsport Australia Manual.

Note 1: Rotary and forced induction engines are subject to capacity multipliers as follows:

**Rotaries – multiply by 1.8. Forced induction – multiply by 1.7. Forced induction Rotaries – multiply by 3.06.**

Note 2: Organisers may re-classify any vehicle if they believe it is not eligible for the Class in which it has been entered.

**Timing Equipment and Accuracy: N/A**

Please specify if proposed timing method is electronic, computer or hand-held.

Equipment Type: Electronic Accuracy: 1/100

**Prizes / Awards (Please circle):**

- a) 1<sup>st</sup> in class (minimum of 3 Drivers); Class awards will be marked 'Vehicle Categories & Classes'
- i) concurrent (ie eligible to outright winners): **Yes**
  - ii) mutually exclusive (ineligible to outright award winners): **N/A**
- b) Other awards (at Organiser's discretion): **N/A**

**Authority of Officials:**

Any Driver not following a reasonable instruction by an official during the Event may be excluded at the discretion of the Stewards of the Meeting.

**Medical/Ambulance Facilities:** Name of Organisation: **Beneficial Safety**

**Crash Rescue and Fire Fighting Facilities:** TSCC Members Officials

- Entries will be accepted in order of receipt unless otherwise specified.
- Upon receipt of your emailed entry, you will receive a return email, confirming that your entry has been received.
- The organisers may refuse any entry in accordance with NCR's of the current Motorsport Australia Manual.
- Entries from competitors under 18 years of age must be counter signed / consented to by a parent/guardian.
- Event organisers reserve the right to cancel, abandon or postpone the event in accordance with the NCR's of the current Motorsport Australia Manual.
- Protests must be lodged in accordance with the NCR's of the current Motorsport Australia Manual.
- **REFRESHMENT FACILITIES available from the Canteen on the track.**

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).

# Speed/Non-Speed Entry Form

CLUB LOGO HERE



## OFFICE USE ONLY

CLASS  CAR NUMBER

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia

EVENT NAME

ORGANISER/CLUB

PERMIT NO.

VENUE

DATE - -

## Competitor (Car Owner)

SURNAME

GIVEN NAMES

LICENCE NO.

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE - -

## Driver 1

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE - -

## Driver 2

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

## Description of Car

PREFERRED  
NO.

MAKE

MODEL

YEAR

REGISTERED  
NO.

COLOUR

BODY TYPE

CLASS TYPE

CAPACITY

CC

ENCLOSED  
PAYMENT FOR \$

ENTRY FEE \$

PASSENGER  
NAME/S

## 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.**

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 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 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 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 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.

## Fit and Proper Person

I acknowledge and agree that it is a fundamental condition of issue of this licence and its continuing validity that I:

1. have advised Motorsport Australia in writing of any act, omission, fact or circumstance which may affect my ability to be and remain a fit and proper person to hold this licence and exercise the duties and privileges that relate to it;
2. have advised Motorsport Australia in writing if I have been found guilty of or charged with any:
  - a. serious indictable criminal offence; or
  - b. sexual offence, (unless this is a 'spent' or 'annulled'<sup>1</sup> conviction); and
3. undertake to advise Motorsport Australia immediately in writing upon any court of competent jurisdiction making any such finding, or upon being charged with any such offence.

I acknowledge and agree that Motorsport Australia may, in its absolute discretion (subject to this clause) refuse to issue, suspend or withdraw this licence at any time should Motorsport Australia reasonably form the view that I may not be, or am not, a fit and proper person to be granted or hold this licence and/or exercise any of the duties and/or privileges that arise from, or relate, to it, however I understand that before a licence is refused, suspended or withdrawn by Motorsport Australia I will be afforded the opportunity to address the Motorsport Australia Board in writing on the proposed refusal, suspension or withdrawal.

<sup>1</sup> As determined by the Crimes Act 1914 (Cth), Criminal Records Act 1991 (NSW), Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld), Spent Convictions Act 2000 (ACT), Criminal Records (Spent Convictions) Act 1992 (NT), Spent Convictions Act 1988 (WA) and/or the Annulled Convictions Act 2003 (Tas) (including their successors and replacements.)

## 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.

COMPETITOR'S  
SIGNATURE

SIGN HERE

DATE

—

—

1ST DRIVER'S  
SIGNATURE

SIGN HERE

DATE

—

—

2ND DRIVER'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

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# 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 - -



# 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
		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.)

# 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

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.

DATE  -  -