



# ENTRY FORM

## 2019 LCORC Rally Sprint

### 22<sup>nd</sup> June 2019

CAMS Permit no: 519 / 2206 / 01

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

Please tick which component of the Event you are entering.	SA Rally Sprint Series.	SEAC Club Championship
<b>COMPETITOR (CAR OWNER)</b>		
Name:		
Address:	Postcode:	
Mobile:		
CAMS Licence: Number:	Expiry Date:	
<b>DRIVER</b>		
Name:	Date of Birth:	
Address:	Postcode:	
Mobile:	Email:	
Civil Licence Number:	Club:	Club Member No:
CAMS Licence Number:	Type:	Expiry Date:
Emergency Contact Person: Name:	Mobile:	
<b>CO- DRIVER</b>		
Name:	Date of Birth:	
Address:	Postcode:	
Mobile:	Email:	
Civil Licence Number:	Club:	Club Member No:
CAMS Licence: Number:	Type	Expiry Date:
Emergency Contact Person: Name:	Mobile:	

VEHICLE DESCRIPTION		
Make:	Model:	Year:
Body Type:	Registration Number:	Reg. Expires:
Colour:	Logbook No:	Class:
Vehicle used for 2 Drivers (Please Name other Driver):		

	Signature	Date
Competitor		
Driver		
Co-Driver/Navigator		

**Enclosed is CASH / CHEQUE / MONEY ORDER / EFT Receipt for the sum of \$..... being entry fee for the Event.**

## OFFICIAL USE ONLY

Date Received.....Time Received.....Entry form fully Completed (Yes / No). Amount Paid \$.....

Payment Details    cheque /    money order /    cash /    EFT

CAMS Licence     CAMS Passbook     Club Membership     Disclaimer     U18 Disclaimer     Navigator Only Disc.

Service Crew Car 1

## RISK WARNING, DISCLAIMER AND INDEMNITY

**Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.** If you do not wish to be exposed to such risks, then you should not participate in the Motor Sport Activities. I **acknowledge** that:

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

### EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

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

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

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

### WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN VICTORIA WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT

#### 2012:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask you to agree

that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

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

#### Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

#### Excluding, Restricting or Modifying Your Rights:

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

personal injury.

**Important:**

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

**Agreement to exclude, restrict or modify your rights:**

I agree that the liability of CAMS and the Entities for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services is excluded.

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

**DEFINITIONS**

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

**DECLARATION**

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

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

Person	Signature	Name	Date
Driver			
Witness			
Navigator/Co-Driver			
Witness			
Competitor			
Witness			

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

**PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD**

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

\* Delete whichever does not apply

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

Parent/Guardian\*

Witness..... Date.....

Name and address of witness:

**EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK  
COMPETITORS AND/OR COMPETING CREWS AND/OR SERVICE CREW IN RALLIES**

**For Competitors**

I/We being the competitor/s of the vehicle described on this Entry Form wish to enter that vehicle for the above Event.

**For Competitors and competing crew/ and service crew**

I/We being the competitor/s and/or Driver and/or co-Driver and/or navigator and/or service crew, certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

I/We declare that I/we have read and understood the Supplementary Regulations issued for the Event, and agree to be bound by them and the provisions of the National Competition Rules of the Confederation of Australian Motor Sport Limited ("CAMS").

In exchange for being able to attend or participate in the Event (including entering the Event), I agree:

- to release CAMS and Australian Motor Sport Commission Ltd, Promoters, sponsor organisations, land owners and lessees, Organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the Event, except to the extent prohibited by law;
- that CAMS and the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- to attend or participate in the Event at my own risk.

I/we acknowledge that:

- the risks associated with attending or participating in the Event include the risk that I may suffer harm as a result of:
  - motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - 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 the safety of persons or property at the Event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.
- the route instructions should not be relied upon exclusively in estimating the degree of severity of any hazard which might be encountered, or the manner in which any section of the road is driven, whether shown in the route instructions or not, and that I/We have been advised to exercise caution in following these route instructions.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Event and being provided with the Event services by CAMS and the Associated Entities.

I/we acknowledge that my/our personal information will be processed in accordance with the CAMS privacy policy which is available from the [www.cams.com.au](http://www.cams.com.au) and where I/we suffer from any injury, sickness or death during the Event, I/we consent to the release by health services of my/our personal health information to an authorised representative of CAMS or the Event who may use it in the preparation and release within and outside Australia of accident or incident information and reports to interested parties for the purposes of accident investigation, accident prevention and safety activities, news services including broadcast services, or for the purposes of processing insurance claims.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

Person	Signature	Name	Date
Driver			
Witness			
Navigator/Co-Driver			
Witness			
Competitor			
Witness			

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

**PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD**

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

\* Delete whichever does not apply

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

Parent/Guardian\*

Witness..... Date.....

Name and address of witness:

**DISCLAIMER**  
**EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK**  
**RALLY SERVICE CREW DISCLAIMER**

**For Service Crew**

I/We being a member of/the service crew certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

In exchange for being able to attend or participate in the Event, I/we agree:

- To release Confederation of Australian Motor Sport Ltd ("CAMS") and Australian Motor Sport Commission Ltd, Promoters, sponsor organisations, land owners and lessees, Organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the Event, except to the extent prohibited by law:
- That CAMS and the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied: and
- To attend or participate in the Event at my own risk.
- That Service crew members must be over the age of 16 years. Where a person under 18 years is part of a service crew they require parental/ guardian consent and that crew member/s must be under adult supervision at all times.

I/We acknowledge that:

- The risks associated with attending of participating in the Event include the risk that I may suffer harm as a result of:
  - Motor vehicles (or parts of them) colliding with other motor vehicles, persons or property:
  - 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 the safety of persons or property at the Event.
- Motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.
- The route/service crew instructions should not be relied upon exclusively in estimating the degree of severity of any hazard which might be encountered, or the manner in which any section of the road is driven, whether shown in the route instructions or not, and that I/we have been advised to exercise caution in following these route/service crew instructions.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Event and being provided with the Event services by CAMS and the Associated Entities.

I/we acknowledge that my/our personal information will be processed in accordance with the CAMS privacy policy which is available from the [www.cams.com.au](http://www.cams.com.au) and where I/we suffer from any injury, sickness or death during the Event, I/we consent to the release by health services of my/our personal health information to an authorised representative of CAMS or the Event who may use it in the preparation and release within and outside Australia of accident or incident information and reports to interested parties for the purposes of accident investigation, accident prevention and safety activities, news services including broadcast services, or for the purposes of processing insurance claims. I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

Name.....  
(print)

Date.....

Signed.....

Name.....  
(print)

Date.....

Signed.....

Name.....  
(print)

Date.....

Signed.....

Name.....  
(print)

Date.....

Signed.....

*For persons under the age of 18 years the following parent/guardian consent must be completed. Note: 16 years is the minimum age for a member of the service crew.*

**PARENT/ GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD**

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

Signed.....

Date.....

Parent/Guardian\*

\* Delete whichever does not apply

<b>MEDIA INFORMATION</b>		
<b><u>DRIVER</u></b>	<b><u>CO-DRIVER</u></b>	
Name	Name	
Nick Name	Nick Name	
Age	Age	
Occupation	Occupation	
Home Town	State	Home Town State
Car Club(s)	Car Club(s)	
Best Two Rally Results		
Most Spectacular Retirement		
Additional Info		
<b>VEHICLE</b>		
Make	Year	Model
Class	Drive RWD / FWD / 4WD	Colour
Capacity	cc	
Modifications		
History of Car		
Other Info		
Sponsors		