



THE BURRUNGULE BASH

SATURDAY 28ST of OCTOBER 2023

SUPPLEMENTARY REGULATIONS

1. THE EVENT

1.1 The Event, a round of the SOUTH EASTERN AUTOMOBILE CLUB 2023 TRE SERIES, is a **Touring Road Event**, and shall be known as **THE BURRUNGULE BASH** (hereinafter referred to as the Event). The Event shall be conducted over public and/or private roads in the Burrungule and Glencoe Forest Areas on Saturday 28th of October.

1.2 A Touring Road Event is a competition, which consists of a series of road, transport and/or navigation sections whose itinerary and Regulations are designed so that all relevant road laws can be complied with by all Competitors, together with several special tests.

1.3 Special tests may include but are not limited to the following:

Skill tests (e.g., Motorkhana, Navigation, Observation, Khanacross, average speed)

2. SCHEDULE OF DATES:

Entries Open:	– Upon Publication of these Regulations
Entries Close:	– Tuesday 24th of October at 1830
Ballot:	– Tuesday 24th of October at 1845
Scrutiny:	– Saturday 28 th of October from 1530 to 1700 SEAC park
Book in at Event HQ:	– Saturday 28th of October at 1500 SEAC park
Instructions Issued:	– Saturday 28 th of October from 1530 SEAC park
Drivers Briefing:	– Saturday 28th of October at 1730 SEAC park
Event Start:	– Saturday 28th of October at 1800 SEAC park
Event Finish:	– SEAC park

3. AUTHORITY:

3.1 The Event will be held under the FIA International Sporting Code including Appendices, the National Competition Rules of Motorsport Australia, the National Touring Standing Regulations – Touring Road (NTSR), The National Standing Regulations (NRSR), the current SA Conditions of Rallying, the 2023 South Eastern Automobile Club Trials Standing Regulations, these Supplementary Regulations and any Further Regulations, Bulletins and Route Instructions as issued. 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.

3.2 The Motorsport Australia Permit Number is **523/2810/03**

4. ORGANISATION:

4.1 The event will be organised and promoted by the: South Eastern Automobile Club of SA Inc., P.O. Box 1551, MOUNT GAMBIER S.A. 5290, Ph: 0438047712.

4.2 In accordance with Motorsport Australia NCR's, the Organisers reserve the right to postpone, abandon or cancel the event if in their opinion the entries are insufficient (less than 10) or by "Force Majeure".

5. KEY PERSONNEL:

• Clerk of Course	Jim Coombe	LIC: 9555372	Mobile: 0428 838 719
• Assistant COC	Gary Brown	LIC: 9658846	Mobile: 0417 250 043
• Event Secretary	Aaron Bowering	LIC: 9898360	Mobile: 0418 836 169
• Course Checker	Peter Becker	LIC: 9554557	Mobile: 0427 897 119
• Event Steward	Peter Hearne	LIC: 9884629	Mobile: 0417 889 492
• Chief Scrutineer	Patrick Hughes	LIC: 1608453	Mobile 0437 237 549
• Chief Timekeeper	Ken Moore	LIC: 9904632	Mobile: 0418 851 868

6. **CREW ELIGIBILITY:**

- 6.1 The Crew must hold a Motorsport Australia Speed and all Crew Members are required to be current financial members of the South Eastern Automobile Club of SA.
- 6.2 The Driver of the vehicle must hold a current and valid civil driving licence.
- 6.3 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.
- 6.4 All Crew Members are encouraged to have their own personal health insurance and be a current member of an appropriate ambulance service.
- 6.5 Crew Members are reminded of the requirements NTSR– Events General Article 5: Drivers must comply with all relevant traffic regulations at all times, paying particular attention to noise and legal speed limits. Traffic regulations at all times take precedence over Supplementary Regulations and/or route instructions whenever they are more limiting than the corresponding Motorsport Australia requirements. In addition, wheel spin is not permitted on public roads, and Drivers must stay to the left side unless overtaking. Officials are Judges of Fact for these issues, and the penalty for infringements is exclusion.
- 6.6 Crew shall consist of up to 2 persons, 1 as the driver, & 1 as the navigator. Passengers may be allowed at Clerk of Course discretion/approval with correct Motorsport Australia licence.
- 6.7 As per Series Regulations All Crew Members and Passengers Must wear an approved Helmet during all competitive sections. Failure to comply will result in immediate exclusion from the Event. All apparel, including helmets, must comply with Schedule D of the current Motorsport Australia Manual

7. **VEHICLE ELIGIBILITY:**

- 7.1 Vehicles complying with the NTSR – Touring Road requirements.
- 7.2 All competing vehicles must be registered or have a permit allowing them to be driven on public roads.
- 7.3 In addition, a First Aid Kit complying with NRSR, a 2kg fire extinguisher, reflective hazard triangles, and a SOS/OK card must be carried in all competition vehicles at all times.

8. **ENTRIES AND STARTING ORDER:**

- 8.1 Entries submitted online via the Motorsport Australia Website online entry system.
- 8.2 Direct bank transfers can be made to BSB 105002 Account number 041622040. Please enter your surname as a reference followed by “Trial entry” and provide a copy of the online payment receipt at documentation
- 8.3 Alternatively, the attached Entry Form should be **completed in all details** and forwarded to the Secretary at P.O. Box 1551, Mt Gambier SA 5290 or in person at the Club Office at Attamurra Rd, Mount Gambier, during opening hours only; **with the appropriate fee/s.** Cheques should be made payable to ‘South Eastern Automobile Club’ (SEAC)
- 8.4 For entries received prior to the close of the entries date and time the entry fee shall be \$180.00 (Inc. GST)
- 8.5 A \$40.00 clean-up fee will also be charged per entry. This fee is refundable or transferable to the next event on attendance to clean-up after the event (generally next morning). Non-attendance by Crews will result in forfeiture of the clean-up fee. This fee may be waived at the Clerk of the Course’s discretion.
- 8.6 The field will be limited to a maximum of 40 entries being accepted in accordance with the 2023 South Eastern Automobile Club TRE Standing Regulations.
- 8.7 The Organisers reserve the right to refuse any entry in accordance with the NCR.
- 8.8 The starting order will be determined by ballot within Driver’s grades in accordance with the 2023 South Eastern Automobile Club TRE Standing Regulations.
- 8.9 Competitors/Crews are reminded of the penalties under the NCR for false statements.
- 8.10 Competitors under the age of 18 years must have written consent of a parent or guardian to enter and participate.

9. **REFUNDS:**

For Entries withdrawn prior to the event, the maximum refund shall be as follows:

Prior to Official Start	100%
Following rejection at scrutiny	100%
Following rejection from Clerk of Course	100%
Reasons of Force Majeure	up to 75%

10. **SCRUTINY AND DOCUMENTATION**

Scrutiny and Documentation will be performed between the times Saturday 28 of October at 1530 – 1700 at Seac park. All local Crews and cars must attend Official Scrutiny UNLESS prior arrangement has been made with the Clerk of the Course and Chief Scrutineer.

Vehicles of non-local Competitors can be scrutineered by their local Scrutineer. (These Competitors must provide a copy of passed Scrutiny Slip to the Chief Scrutineer of the event).

Vehicles must arrive at the Scrutiny Venue in READY TO COMPETE CONDITION in compliance with the NTSR. All vehicles must be adequately muffled to comply with noise restrictions.

The following items shall be presented and checked for both Driver and Navigator at Scrutiny:

- **Competitor's Motorsport Australia Speed Licence**
- **Motorsport Australia Vehicle Log Book. (if applicable)**
- **Current Motorsport Australia affiliated club Membership Card**
- **Civil Licence.**
- **Registration papers.**

All documents presented must be current and not expire over the duration of the Event.

There will be no documentation at the start of the event unless prior approval has been granted by the Clerk of the Course.

There will be Scrutiny at the start of the event; however, the Chief Scrutineer may also inspect any vehicle during or after the event.

11. **REFUELLING AND SERVICING:**

Throughout the Event refuelling and servicing of a competing car may only be carried out within the designated Service Area, marked in the Service Instructions (issued at the Book-in desk at Event HQ) Crews only are allowed to work on their own car, using tools etc. on board the vehicle outside the designated Service Area.

Fuel must comply with Schedule G of the Motorsport Australia Manual.

12. **JUDGES OF FACT:**

In accordance with the NCR the following Officials are deemed to be Judges of Fact:

Control Officials are deemed to be Judges of Fact of the following:

- Not wearing seatbelt, helmet or safety clothing.
- Failure to follow the prescribed course.

Scrutineers are deemed to be Judges of Fact of the following:

- Vehicle unsafe to continue or un-roadworthy.
- Weight of a vehicle.
- Not wearing seatbelt, helmet or safety clothing.

All Officials are deemed to be Judges of Fact for the following:

- Failure to follow the prescribed course or not complying with the relevant civil traffic regulations.

Medical officers are deemed to be Judges of Fact for the following:

- The medical condition of any Official, Competitor, Crew Member.

13. **RUNNING DETAILS:**

The Event will run in one Division of approx. 120 kms Competitive and 50 kms Transport, on 28th of October 2023, in the Burrungule and Glencoe Forest regions. Late running Time will be 90 mins.

The Event will start at SEAC Park, Megaw Rd, Burrungle, SA 5290 The maximum average speed limit during this Event will be 80km/h.

14. EVENT TIMING AND RESULTS:

14.1 Timing will be recorded to the second and scoring of the event will be to the forward minute with increments of one (1) minute. Penalties applied will be expressed as points. For example:

Time Allowed = 10.00mins Time Taken= 9.48mins Penalty = 0 points

Time Allowed = 10.00mins Time Taken = 10.00mins Penalty = 0 points

Time Allowed = 10.00mins Time Taken = 10.50mins Penalty = 1 points

14.2 The Clerk of Course, when compiling results, reserves the right to take into account any documents provided by Officials of the Event.

14.3 All control officials of the Event will be Judges of Fact with regard to time, direction and manner of entry into controls.

14.4 Crews are reminded that it is the crew's responsibility to ensure that all appropriate entries are made completely and correctly on their road card. For this Event, this must be done before leaving the control of that section.

14.5 Controls and timing will be in accordance with the provisions of the NCR in the Motorsport Australia Manual. The Event will use A to B timing as per the NRSR Article 1.2. Under these rules the "penalty" for Competitive sections is the Time Taken to complete the stage. If that time exceeds the Target Time, the time in excess will accrue as Late Time.

14.6 SEAC Events run under the A to B format are exempt from the time penalty for late arrival from a Liaison section as described in NRSR Article 1.13. However Late Time will accrue accordingly.

14.7 SEAC Events run under the A to B format are not exempted from the time penalty for early arrival from a Liaison section. A penalty of 1 point per minute early (or part thereof) will be applied. No such penalty applies for early arrival at the end of Event. A penalty will therefore be applied for early arrival into the Service Break Time Control. All Crews will start the event with zero points and the Crew with the lowest aggregate points loss will be declared the winner.

14.8 In the event of a tied overall result at the conclusion of competition the determining factor for event placing(s) will be the lowest time taken of a single pre-determined special test. This result will only determine the final placing and will not affect the total event penalty points scored by the tied Crews.

The pre-determined special test may be nominated by the Clerk of the Course at any time prior to the commencement of competition or should a special test not be nominated then the lowest time taken over the longest distance special test section completed will be the default section for determining event placings as above.

15. COMPETITORS BRIEFING:

A briefing for Crews will be held at 5.30pm. All Crews are reminded that they must present themselves for the Briefing. Penalty for non-attendance will result in exclusion from the Event.

16. NRC VARIATIONS, CLARIFICATIONS AND ADDITIONS:

Passage controls and/or observations may be used to check compliance with Route Instructions and may be preceded by a 'P' or 'O' board as appropriate.

Observations **must** be countersigned at the next Major Control or will be regarded as 'missed'.

It is the competitor's responsibility to ensure this is done.

17. MAPS:

As supplied by the Clerk of the Course.

18. PROTESTS:

Protests, if any, must be lodged in accordance with the NCR.

19. AWARDS:

Trophies will be awarded as per the 2023 South Eastern Automobile Club Trials Standing regulations to:

- Outright placing for 1st, 2nd and 3rd Driver and Navigator
- 1st Novice Driver and Navigator.
- 1st 2WD Driver and Navigator

The organisers reserve the right to combine trophies for winners of multiple awards. Additional awards may be advised in the Further Regulations.

20. SERVICE CREWS:

Competitors' are reminded that Service Crews are part of their team, and as such, actions by Service Crew members that are detrimental to the sport will result in penalties being applied. Service instructions will be available from the Book-In desk at the Event HQ.

21. CATERING:

TBA

22. INTEGRITY, ALCOHOL, DRUGS AND OTHER SUBSTANCES:

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.

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.

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** Motorsport Australia 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;
 - 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 MA insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- MA 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 MA 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 Motorsport Australia 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 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.ocba.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 insured listed in Motorsport Australia' 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.
- "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers by Motorsport Australia or otherwise under the responsibility / control of 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) 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 (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

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** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - e) my **death**;
 - f) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - g) the contraction, aggravation or acceleration of a **disease**;
 - h) 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 Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - Motorsport Australia 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 Motorsport Australia 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 Motorsport Australia 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 MA 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

DEFINITIONS

- f. "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;
- g. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insured listed in Motorsport Australia' 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.
- h. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers by Motorsport Australia or otherwise under the responsibility / control of Motorsport Australia;
- i. "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;
- j. "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.