



Weedon Springs Boarding Kennel TRE

SATURDAY 8th Sept 2018

SUPPLEMENTARY REGULATIONS

1. THE EVENT

- 1.1. The event, a round of the SOUTH EASTERN AUTOMOBILE CLUB 2018 TRIALS SERIES, is a Club, Touring Road Event, and shall be known as "Weedon Springs Boarding Kennel TRE" (hereinafter referred to as the event). The event shall be conducted over public and/or private roads in the Compton, Burrungle and Glencoe region on Saturday 8th Sept 2018.
- 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 a number of special tests.
- 1.3. Special tests may include but are not limited to the following:
 - speed tests/events
 - closed road tests
 - skill tests (e.g., motorkhana, navigation, observation, khanacross, auto test, average speed)

2. SCHEDULE OF DATES:

Entries Open	– Upon Publication of these Regulations
Entries Close	– Thursday 30 th Aug at 1830
Ballot	– Thursday 6 th Sept at 1845
Scrutiny	– Thursday 6 th Sept at 1900 – 2030
Book in at Event HQ	– Saturday 8 th Sept from 1430 SEAC Park
Instructions issued	– Saturday 8 th Sept from 1500 SEAC Park
Drivers Briefing	– Saturday 8 th Sept at 1730 SEAC Park
Event Start	– Saturday 8 th Sept 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 CAMS, the National Rally Code (NRC), the current SA Conditions of Rallying, the 2018 South Eastern Automobile Club Trials Standing Regulations, these Supplementary Regulations and any Further Regulations, Bulletins and Route Instructions as issued. This Event will be conducted under and in accordance with CAMS OH&S, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at www.cams.com.au.
- 3.2. The CAMS Permit Number is **518/0809/01**.

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/Fax : 08 8723 4011
- 4.2. In accordance with CAMS NCR 59, 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 the Course	Heath Weedon	CAMS LIC 9882504	Mobile 0439872331
• Assistant Clerk of the Course	Robert Anderson	TBA	Mobile 0437919951
• Event Secretary	Aaron Bowering	CAMS LIC 9898360	Mobile 0418 836 169
• Course Checker	Peter Becker	CAMS LIC 9554557	Mobile 0427 897 119
• Event Steward	Peter Hearne	CAMS LIC 9884629	Mobile 0417 889 492
• Chief Scrutineer	Paul Height	CAMS LIC 9877109	Mobile – 0475062717
• Chief Timekeeper	Heath Weedon	CAMS LIC 9882504	Mobile 0439872331

6. CREW ELIGIBILITY:

- 6.1. The Crew must hold a CAMS Level 2NS Licence (or superior, minimum CAMS Level 2S recommended) 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 drivers licence.
- 6.3. Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.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 of Article 4 of the National Rally Code – Events General : 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 CAMS 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.

7. VEHICLE ELIGIBILITY:

- 7.1. Vehicles complying with Schedule R of the 2018 CAMS Manual of Motor Sport.
- 7.2. All vehicles must comply with the requirements of Article 4 of the National Rally Code – Road Rallies.
- 7.3. All competing vehicles must be registered or have a permit allowing them to be driven on public roads, as per Article 1 (b) of the National Rally Code – Vehicles General.
- 7.4. In addition, a First Aid Kit complying with Schedule R of the 2018 CAMS Manual of Motor Sport, 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 South Eastern Automobile Club website, www.seacsa.com are encouraged as the preferred method of entry.
- 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 White Ave, 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 “Early entries” date and time the entry fee shall be \$150.00 (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 2018 South Eastern Automobile Club Trials Standing Regulations.
- 8.7. The Organisers reserve the right to refuse any entry in accordance with the NCR 83.
- 8.8. The starting order will be determined by ballot within Driver’s grades in accordance with the 2018 South Eastern Automobile Club Trials Standing Regulations.
- 8.9. Competitors/Crews are reminded of the penalties under NRC 82 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 of event	100%
Following rejection at scrutiny	100%
Following rejection by Clerk of Course	100%
Reasons of Force Majeure	up to 75%

10. SCRUTINY & DOCUMENTATION

Scrutiny and Documentation will be performed between the times of 7.00pm and 8.00pm on Thursday 6th Sept at 4 Norman Street Mount Gambier. 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 Schedule R of the current CAMS manual of Motor Sport.

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 CAMS Licence**
- **CAMS Vehicle Log Book. (if applicable)**
- **Current SEAC Membership Card**
- **Both current CAMS Competition and Civil Licences.**
- **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 no Scrutiny at the start of the event; however, the Chief Scrutineer may inspect any vehicle before, during or after the event.

Vehicles will be sorted into the following classes:

- a) (≤ 1301 2WD)
- b) (1301-1600 2WD)
- c) (1600 – 2000 2WD)
- d) (≥ 2000 2WD)
- e) (all 4WD)

11. FUEL 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 outside the designated Service Area.

Fuel must comply with Schedule G of the current CAMS Manual of Motor Sport. Pump fuel is available only at the start of the event.

12. JUDGES OF FACT:

In accordance with NCR 181 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. 100kms Competitive and 45kms Transport, on Saturday 8th Sept 2018, in the Compton/ Glencoe regions.

Late running Time will be 90mins

The event will start at SEAC PARK, Corner of Marte Siding Rd and Megaws Rd Compton SA 5291

The maximum average speed limit during this event will be 80km/h.

14. EVENT TIMING AND RESULTS:

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

All Crews will start the event with zero points and the Crew with the lowest aggregate points loss will be declared the winner.

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.

Late time accumulates in one minute increments per minute, or part thereof, in excess of allowed times for all sections.

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.

A Gambier 1:100,000 (Ed1) map covers the course area of the event but is not required for navigation plotting

18. PROTESTS:

Protests, if any, must be lodged in accordance with Part XII of the 2016 CAMS Manual of Motor Sport.

19. AWARDS:

Trophies will be awarded as per the 2018 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:

Food and Drink will be on sale from the SEAC Club catering van.

22. ALCOHOL, DRUGS AND OTHER SUBSTANCES:

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing



Car No

ENTRY FORM

Weedon Springs Boarding Kennels TRE

Saturday 8th Sept 2018

Held under the International Sporting Code of the FIA and the National Competition Rules of CAMS
Permit No: 518/0809/01

COMPETITOR (CAR OWNER)			
Name:			
Address:	Suburb:	State:	P/Code:
Telephone: Mobile:	Home:	Work:	
CAMS Licence Number:	Expiry Date:		

DRIVER			
Name:			
Address:	Suburb:	State:	P/Code:
Telephone: Mobile:	Home:	Work:	
Email:	Grade:		
Civil Licence Number:	Club:	M/Ship number:	
CAMS Licence Number:	Licence Type:	Expiry Date:	
Emergency Contact Person: Name:	Mobile:		

NAVIGATOR			
Name:			
Address:	Suburb:	State:	P/Code:
Telephone: Mobile:	Home:	Work:	
Email:	Grade:		
Civil Licence Number:	Club:	M/Ship number:	
CAMS Licence Number:	Licence Type:	Expiry Date:	
Emergency Contact Person: Name:	Mobile:		

VEHICLE DETAILS			
Make:	Model:	Colour:	Year:
Registration No:	Expiry Date:	CAMS Log Book No:	
Engine Capacity:	cc	Turbo/Supercharged: Y <input type="checkbox"/> N <input type="checkbox"/>	Drive: 2wd <input type="checkbox"/> 4wd <input type="checkbox"/>
Vehicle Class:	A <input type="checkbox"/> (<1300 2wd)	B <input type="checkbox"/> (1301 – 1600 2wd)	C <input type="checkbox"/> (1601 – 2000 2wd)
		D <input type="checkbox"/> (>2001 2wd)	E <input type="checkbox"/> (4wd)

CORRESPONDENCE			
Mail Correspondence to:	Competitor <input type="checkbox"/>	Driver <input type="checkbox"/>	Navigator <input type="checkbox"/>

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

OFFICIAL USE ONLY															
Date Received.....		Entry Complete (Yes / No)		Payment Received (Yes / No)		Amount Paid \$.....									
Entry Details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CAMS Licence	<input type="checkbox"/>	<input type="checkbox"/>	Civil Licence	<input type="checkbox"/>	Club Membership	<input type="checkbox"/>	Disclaimer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U18 Disclaimer	<input type="checkbox"/>	<input type="checkbox"/>	Service Crew	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scrutiny OK	<input type="checkbox"/>		

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

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			
Co-Driver/Navigator			
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.....

Witness

Date.....

Name and address of witness:

SERVICE CREW VEHICLE 1 DESCRIPTION	
Make:	Model:
Colour:	Registration No.:
SERVICE CREW VEHICLE 2 DESCRIPTION	
Make:	Model:
Colour:	Registration No.:

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:
 - 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 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:

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WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:

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- 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

DEFINITIONS

- g. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- h. "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;
- i. "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.
- j. "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;
- k. "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;
- l. "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
Service Crew 1			
Witness			
Service Crew 2			
Witness			
Service Crew 3			
Witness			
Service Crew 4			
Witness			
Service Crew 5			
Witness			
Service Crew 6			
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.....

Witness

Date.....

Name and address of witness