



Swan Hill Sporting Car Club Inc.
Twin Track AutoCross Racing

**SWAN HILL SPORTING CAR CLUB MULTI CLUB MEETING
SATURDAY 4th NOVEMBER- TEST AND TUNE
SUNDAY 5th NOVEMBER - SPEED EVENT
SUPPLEMENTARY REGULATIONS**

1. THE EVENT

The event, a Multi-Club Autocross, will hereafter be called the event. Saturday 4th November will be a Test and Tune Day.

Sunday 5th November will be a Multi Club Speed Autocross event. Competitors may enter either or both portions of the event.

2. PROMOTERS

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

3. ORGANISING COMMITTEE

Clerk of Course: Chris Gibson CAMS # 1134617

Event Secretary: Lynne Paynter CAMS #1124350
Email: eventsecretary@swanhillsportingcarclub.com.au
Contact Phone Number: 0428 557512 / 5037 6262
Address: PO Box 691 Swan Hill Vic 3585

Steward: Ted Paynter CAMS #1124351

Chief Scrutineer: Neil Donnan CAMS #1506945

The Judges of Fact will be the Timekeeper and the Clerk of Course.

4. AUTHORITY

The event will be held under the International Sporting Code of the FIA, the National Competition Rules (NCR) of the Configuration of Australian Motor Sport Limited (CAMS), the Speed Event Standing Regulations, the Autocross Standing regulations, the CAMS Motor Sport Passenger Activity (MSPRA) Policy, the CAMS Victoria NGK Junior Pentathlon Series 2017 Regulations, these Supplementary Regulations and any Further Regulations which may be issued, and will be subject to CAMS Permit No: **317/0511/04**.

The event will be held under and in accordance with the CAMS OH&S and Risk Management Policies, which can be found at www.cams.com.au

5. PLACE AND DATE

The event will be held at the Jack Chisholm Reserve approx. 10km west of Swan Hill on the Sea Lake – Swan Hill Road, Swan Hill (see instructions).

- **SATURDAY 4th November 2017 – Test and Tune Day-** Scrutineering will commence at 11.30am. Drivers Briefing will be at 1.00pm followed by a parade lap on both tracks. Official runs will commence at 1.15pm.
- **SUNDAY 5th November 2017 – Multi Club Autocross Speed Event.** Scrutineering to start at 8.30am, Driver's Briefing and Parade Lap at 10.00am and Official runs will start at 10.15am.

6. ENTRIES

- (a) Entries will open on the publication of these Supp Regs and close at 12.30pm on Saturday 4th November. Entries are to be sent to the Event Secretary, with the correct entry fee. Cheques or money orders should be made to "Swan Hill Sporting Car Club" or "SHSCC Inc" and posted to PO Box 691 Swan Hill 3585.

Entry Fees can also be paid by Direct Deposit into the SHSCC Bank Account up until Thursday 2nd November. Please use your first and surname as a Reference on your email/entry form if you choose to pay this way.

Bank Details are Bank: Bendigo Bank
BSB number 633-000
Account Number 108477175

Entries can also be submitted via the CAMS MEE event entry system <https://www.meecamsau.com/>

THIS IS THE PREFERRED METHOD OF ENTRY

- (b) The entry fee for entries submitted at or before 9:00pm Wednesday 1st November shall be:
- | | |
|---|--------------|
| Test and Tune Saturday Only: \$40 for Drivers | Family \$65 |
| Sunday Autocross Speed only: \$55 for Drivers | Family \$80 |
| Saturday and Sunday (both days): \$85 for Drivers | Family \$135 |
- (c) For entries (including the Saturday portion of the event) received after the early Entry Fees an additional fee of \$30.00 applies. An entry will only be deemed valid when payment is received with a signed Entry Form.
- (d) There will be a maximum of four drivers per vehicle.
- (e) Each driver must fill out and sign an Entry Form.
- (f) A maximum of 100 entries will be accepted, in order of receipt.
- (g) The promoter reserves the right to refuse an entry in accordance with NCR 83.

7. INSURANCE

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.

8. CLASSES

(Drivers will be graded into the following classes)

- P Standard Production (2WD, Road Tyres Only, No Driveline Modifications allowed)
- C 0-1600cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- D 1601-2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- E Over 2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- J Juniors – Aged 14 -18yo as of 1st January 2017 (Restrictions apply refer VCAS 2017 Standing Regulations)
- L Ladies (Restrictions apply refer VCAS 2017 Standing Regulations)
- S Specials (Custom built cars and excessively modified sedans)
- W Production Based 4WD or AWD (no tyre restrictions apply)

Refer the VCAS 2017 Standing Regulations for full details

Juniors may compete in any class of vehicle but will be ineligible for class points in class W or S vehicles. If a Junior enters a class S or W car they shall compete in the appropriate open class regardless of their age.

9. DRIVERS

- (a) All drivers must hold and present a CAMS Level 2S License or superior and a current Membership Card for a CAMS Affiliated Car Club. If issued, CAMS Vehicle Logbook must be presented.
- (b) All competitors are required to wear snug fitting clothes covering the body from neck to wrist to ankles and suitable footwear. Clothing should be of a FIRE RESISTANT NATURE. All apparel, including helmets must comply with the requirements of Schedule D of the current CAMS Manual of Motor Sport.
- (c) The organizers reserve the right to refuse any entry or if deemed appropriate, the Clerk of Course may withdraw any entry on the grounds of safety, misconduct or inappropriate behavior.

10. PASSENGERS

This event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy.

Passenger rides will run on the Saturday.

- (a) A briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.
- (b) Passengers MUST:
- i. wear the same protective gear as a Driver
 - ii. Be fitted and restrained as required for each Automobile with consideration for their physical attributes
 - iii. Complete a Passenger Ride Entry Form and disclaimer
 - iv. Drivers must fill out a Passenger Ride Entry Form to ride as a passenger.
 - v. Be at least 12 years of age
- (c) Vehicles and Apparel used must pass Scrutiny.
- (d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS.

11. COURSE

The event will be run over twin 1.9km (approx) courses of dirt defined by tyres, witches hats and bunting. All runs will be a single lap timed from a standing start. Drivers will be expected to compete upon both the twin tracks to complete the event.

12. VEHICLE ELIGIBILITY

Vehicles must conform to the VCAS series regulations 2017 including but not limited to:

- (a) Vehicles must conform with the General Requirements for Cars and Drivers (Schedules A and B of the current CAMS Manual of Motor Sport). All vehicles must be fitted with a suitable front and back towing hook.
- (b) All vehicles must be fitted with two separate fastening systems on any opening front panel in accordance with Schedule B.
- (c) Fire extinguishers to a standard listed in Schedule H of the CAMS Manual of Motor Sport must be securely fitted to the vehicle. As per current regulations **Each AS1841 standard fire extinguisher shall be serviced every three years.**
- (d) All vehicles (except road registered vehicles) in Class A or B must be fitted with mud flaps on all driven wheels and on both rear wheels. All vehicles must have mudguards covering all road wheels
- (e) Any vehicles competing in Class S must be fitted with rollover protection as outlined in Schedule J. Rollover protection is highly recommended in all other cases.
- (f) Fuel shall be in accordance with Schedule G of the current CAMS Manual of Motor Sport.
- (g) Tyres as per CAMS Standing Regulations

13. RUNNING DETAIL

Results will be determined by the competitors fastest 2 laps for each of the twin courses to be run (ie each driver must compete on each course a minimum of twice – which is the driver's responsibility to achieve). The number of runs will be determined by the Clerk of Course, dependent on the condition of the track. Timing will be controlled by electronic light beams, with hand held stopwatches as back up. Timekeepers are deemed Judge of Fact.

14. STARTING ORDER NEW METHOD

The club is trialing a new method of starting drivers.

Where there is more than one driver in a car, the drivers will be given numbers that will allow each driver to be in a different group. We are trying this method to make it easier for each driver to get their required runs in to qualify for points. The number allocated may be different to the one a driver normally has.

Drivers will be timed in groups of 10 to 12 in numerical order under the instructions of the Clerk of Course. 3 laps will be run on each track. After all drivers have completed their required 6 laps, then racing will be opened up to compete in any order.

15. STARTING PROCEDURE

Pairs of competitors will line up and will be moved onto the starting pads immediately after the previous pair of competitors has departed. The starter will indicate to the drivers when to proceed onto the course. Any competitor who encounters difficulties on the course will be permitted a re-run only at the discretion of the Clerk of Course. *(Reruns are usually given only to competitors whose runs were cancelled due to an on track issue or mistimed)*

16. FINISH PROCEDURE

At the end of each run the driver on the inside track is to give way to the driver on the outside track. The driver on the inner course MUST adhere to this at all times. All times when moving within the pit area and leaving the autocross area, the maximum speed limit is to be walking pace.

17. TERMINATION

The organisers reserve the right to stop the event at any time if they consider it necessary, in the interests of safety or for any other reason.

18. POSTPONEMENTS OR ABANDONMENT

The organisers reserve the right to postpone, abandon, or cancel the event in accordance with NCR 59, or if insufficient entries are received. If the event is cancelled or postponed for more than 24 hours, the entry fees shall be refunded in full.

19. 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.

20. NOISE

Vehicles must not exceed a noise limit of 95dB (A).

21. PENALTIES

- (a) Shortening the course - 10 seconds per instance or run not counted.
- (b) Dislodging penalty markers - 5 seconds per instance
- (c) Timekeepers, Infield Officials and the Clerk of Course or his nominee are deemed will be Judges of Fact with respect to penalties
- (d) Penalties shall be applied as described in the current VCAS Series Regulation
- (e) Any breach of these Supplementary Regulations will be dealt with in the same manner as breaches of all other regulations pertaining to the event

22. PROTESTS

Protests must be lodged in accordance with Part XII of the NCR and accompanied by the appropriate fee.

23. FURTHER REGULATIONS.

The organizers reserve the right to issue competitors with Further Regulations. Such regulations will have the same authority as these regulations.

24. PRIZES AND RESULTS.

There will be no prizes awarded at this meeting. The organizers will supply results to all competitors via email (if supplied and requested), with results also to be posted on the SHSCC website www.swanhillsportingcarclub.com.au

25. CATERING.

Food and refreshment will be available from the Catering area near the SHSCC clubhouse on the days and evening of the event.

26. DOGS

NO DOGS ARE PERMITTED AT THE JACK CHISHOLM RESERVE AT ALL. THE ONLY EXEMPTIONS ARE GUIDE DOGS, HEARING DOGS AND COMPANION DOGS.

NO UNAUTHORISED PEOPLE ARE PERMITTED IN THE PIT AREA

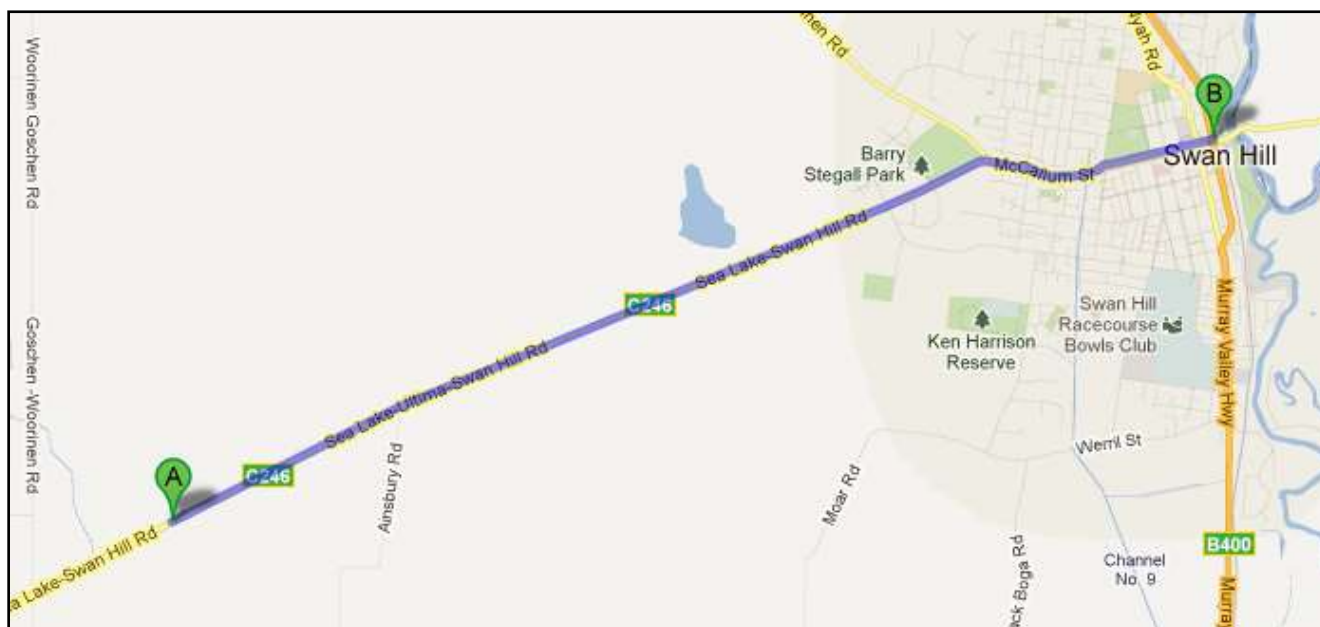
27. CAMPING

Camping is allowed at this site, (tents, caravans, motor homes or clubhouse) - Ring Lynne Paynter 0428 557 512/ 50376262 to arrange prior to the event. Hot showers will be available.

28. GETTING TO THE EVENT

From Swan Hill

- Heading North on the Murray Valley Highway through Swan Hill – Turn left McCallum Street at the large clock (Head towards Sea Lake);
- Continue On McCallum Street past the football oval in town, and new suburbs at the edge of town and continue on this route towards Sea Lake (Road name changes on the outskirts of town to Sea Lake – Swan Hill Road) – The Track is approx. 9.2km from the Murray Valley Highway Clock Tower and on the left (south side) of the road in the Jack Chisholm Reserve. Just follow the road down to the back past the Speedway.





Date of receipt	Date of Acceptance

ENTRY FORM

SWAN HILL SPORTING CAR CLUB MULTICLUB EVENT

- **SATURDAY 4TH NOVEMBER - TEST AND TUNE DAY**
- **SUNDAY 5TH NOVEMBER - MULTICLUB AUTOCROSS SPEED EVENT**

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

Competitor	Class.....
Name (Block letters)..... E-mail.....	
Address..... P/Code.....	
Club.....CAMS License #..... Phone (AH)..... (Mob).....	
Emergency Contact Phone.....	
Expiry date..... Preferred Number.....	
Payment \$..... Pre Race Day/ Race Day EFTPOS/ Bank Deposit/ CAMS/ Other	

Driver 1	Class.....
Name (Block letters)..... E-mail.....	
Address..... P/Code.....	
Club.....CAMS License #..... Phone (AH)..... (Mob).....	
Emergency Contact Phone.....	
Expiry date..... Preferred Number.....	
Payment \$..... Pre Race Day/ Race Day EFTPOS/ Bank Deposit/ CAMS/ Other	

Driver 2	Class.....
Name (Block letters)..... E-mail.....	
Address..... P/Code.....	
Club.....CAMS License #..... Phone (AH)..... (Mob).....	
Emergency Contact Phone.....	
Expiry date..... Preferred Number.....	
Payment \$..... Pre Race Day/ Race Day EFTPOS/ Bank Deposit/ CAMS/ Other	

Driver 3	Class.....
Name (Block letters)..... E-mail.....	
Address..... P/Code.....	
Club.....CAMS License #..... Phone (AH)..... (Mob).....	
Emergency Contact Phone.....	
Expiry date..... Preferred Number.....	
Payment \$..... Pre Race Day/ Race Day EFTPOS/ Bank Deposit/ CAMS/ Other	

Driver 4	Class.....
Name (Block letters)..... E-mail.....	
Address..... P/Code.....	
Club.....CAMS License #..... Phone (AH)..... (Mob).....	
Emergency Contact Phone.....	
Expiry date..... Preferred Number.....	
Payment \$..... Pre Race Day/ Race Day EFTPOS/ Bank Deposit/ CAMS/ Other	

Description of Car			
Make.....	Model.....	Modified: Yes/No	Class.....
Body Type.....	Colour.....		

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 MOTORSPORT ACTIVITIES HELD IN VICTORIA

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

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

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

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

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

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 organizers/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:

Competitor Signature:Name..... Date.....

Competitor / Driver 1 Signature:Name..... Date.....

Competitor / Driver 2 Signature.....Name..... Date.....

Competitor / Driver 3 Signature:Name..... Date.....

Competitor / Driver 4 Signature:Name..... Date.....

Name and address of witness:
 NAME.....
 ADDRESS.....

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* (*Delete whichever does not apply*)

Witness..... Date:

Name and address of witness:
 NAME.....
 ADDRESS.....

PLEASE MAKE SURE YOUR ENTRY IS SIGNED AND WITNESSED PLEASE.

Event

EVENT ORGANISER

EVENT NAME

VENUE

EVENT DATE - -

Details of the participant

PASSENGER NAME

ADDRESS

PHONE

EMAIL

EMERGENCY CONTACT NAME

EMERGENCY CONTACT PHONE

Health Statement (must be completed by all applicants)

Please tick if you have any significant or recurrent problems with:

ANXIETY/DEPRESSION OR OTHER MENTAL HEALTH CONDITION

DIABETES

EPILEPSY

FITS/FAINTING/DIZZINESS

HEADACHES/MIGRAINE/HEAD INJURY

HEART DISEASE

ALLERGIES

and:

HAVE YOU UNDERGONE SURGERY OR SUFFERED FROM A MEDICAL
CONDITION IN THE LAST EIGHT WEEKS?

DO YOU TAKE ANY MEDICATION?

If you have ticked any of the above, or you have other relevant medical information that you wish to advise, you are required to provide additional information relating to your condition. (Please provide in box below)

Risk Warning and Disclaimer

RISK WARNING AND ASSUMPTION OF RISK

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;
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 - 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.

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

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- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease**;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community,
- howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** CAMS and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the 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 CAMS and 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.

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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 the CAMS and 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

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF ANY INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in Motor Sport Activities being provided by CAMS and the Entities. I agree to be bound by the rules, regulations and policies of CAMS at all times as a condition of participating in this activity. The information I have entered into this form is true and correct and I will advise CAMS immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

SIGN HERE

DATE

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Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I _____ of _____

am the parent/guardian (*Delete non applicable*) of the above-named ('**Minor**') who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the activity at his or her own risk.

SIGN HERE

DATE

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Your Privacy

CAMS requires the above information to assess your suitability for a passenger ride activity. The information provided by you may be used and disclosed to others by CAMS for the purposes of CAMS' business. CAMS may not be able to permit you to undertake the activity if you do not provide all of the information requested above. Full details of CAMS' privacy policy (including how you can access and correct your personal information and make a complaint) are available at CAMS' website (www.cams.com.au).

CAMS and its partners may send you direct marketing materials from time to time. This is in addition to relevant information which CAMS may send to you as part of CAMS' services.

Please tick this box if you DO NOT want to receive direct marketing from CAMS or its partners.