



# Mudbash 2018

Supplementary Regulations

Event Entry Form

**Event Date:** 8 - 11 June 2018

**Event Venue:** Mafeking Rover Park, Caveat





## SUPPLEMENTARY REGULATIONS

### 1. The Event

- a) The **Event is a Multi-Club Autotest** that shall consist of a series of Khanacross & Motorkhana tests. The event is open to members of Rover Scout Motorsport and members of associated Scouting Organisations and will hereafter be referred to as the Event. The Event permit number is: **318/1006/01**
- b) The Event is round four for the club Rover Scout Motorsport Championship Series 2017-18.

### 2. Promoter & Key Personnel

- a) The Event will be organised and promoted by the Mudbash Committee, which is a Scouts Australia Victorian Branch Rover Council sub-committee and agent representing Rover Scout Motorsport.
- b) Organising Committee: Scott Gregory (Mudbash Chairman), Natalie Morgan (Motor Sport), Ross Armstrong (Rover Adviser), Steph McNabb (Secretary of the Meeting).

Contact details - Mudbash Event Chairman: Scott Gregory  
0468 591 902  
[chairman@mudbash.com](mailto:chairman@mudbash.com)

- c) Mudbash Officials
  - i. Clerk of the Course: Natalie Morgan CAMS ID 1111961
  - ii. Asst. Clerk of Course: Thomas Inkster CAMS ID 1094965
  - iii. Event Secretary: Steph McNabb CAMS ID 1605583
  - iv. Chief Scrutineer: Ben Sharp CAMS ID 1072173
  - v. Steward/s of the Meeting: To be confirmed

- d) Event personnel will be participating in the Event in a competitive capacity.

### 3. Authority

- a) The Event will be conducted under the I FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport, the Khanacross Regulations, the National Motorkhana Code, the CAMS Come and Try Policy, Rover Scout Motorsport Standing Regulations, the Event supplementary regulations and any Further Regulations that may be issued. The Event will be conducted under and in accordance with the CAMS OH&S and Risk Management Policies, which can be found at [www.cams.com.au](http://www.cams.com.au).

### 4. Place and Date

The Event will be conducted at Mafeking Rover Park, Caveat-Dropmore Road, Caveat, 8 –11 June 2018. The surface is dirt.

### 5. Entries

- a) Entries will open on the publication of these Regulations and close at 8pm on Friday 8 June 2018.
- b) Entries will only be accepted by persons who are **financial members of Rover Scout Motorsport**.
- c) Current CAMS licences, club memberships and vehicle Log Books ( if issued) for ALL crew members must be presented at Driver sign-in.
- d) All Competitors must hold a minimum of a CAMS Level 2NS Licence or superior.
- e) International Competitors must hold the equivalent or superior to the CAMS Level 2NS.
- f) The competitive entry cost will be \$50.00 per team until midnight on Saturday 19 May 2018. After this date, the competitive entry cost will be \$100.00 per team. Late entries will be accepted until midnight on Friday 1 June 2018. Entries received after midnight Friday 1 June 2018 will be subject to approval by the Clerk of the Course. Cheques are to be made payable to: "Rover Scouts Mudbash".

Alternatively payment can be made by direct deposit to

'Rover Scouts Mudbash'

BSB: 063 120

Account No: 00902168.

Reference – 'Entrant – [CREWNAME]'

No cash payments will be accepted. Crews will not be allowed to participate in the competition until this fee is paid in full.

- g) The maximum number of entries will be 300 Drivers, accepted in order of receipt.
- h) A minimum of 3 Drivers per entry will be accepted and a maximum of 8 Driver per entry.
- i) Entry forms are to be completed in full and sent to the Event Secretary, preferably via email, prior to the closing date. Acknowledgement of acceptance of entries will be provided. Incomplete entries will not be accepted.

All entries which have been accepted will be notified by email, and if required, any Further Regulations may be sent out at the same time.

- j) All Rover aged entries must complete a total of 24 hours of working hours "man days" at set pre-event Working Bees prior to the commencement of the event and a total of 8 hours of working hours "man days" at the set post-event Working Bees after the event.

The Working Bee dates are as followed and may be subject to change.

- March 23<sup>rd</sup> -25<sup>th</sup>
- April 21<sup>st</sup> – 22<sup>nd</sup>
- May 19-20<sup>th</sup>
- June 29<sup>th</sup> – 1<sup>st</sup>
- July 21<sup>st</sup> – 22<sup>nd</sup>
- k) Teams who competed at Mudbash 2017 and failed to complete the compulsory post-event "man-days" will be penalised 40% of each of their track times at the 2018 Event.
- l) All teams have the opportunity to apply for an exemption if unable to complete some or all of the mandatory working hours. The exemption is to be emailed to the event secretary prior to the 7pm the 14<sup>th</sup> May 2018. All exemptions will be accepted or rejected the by the Clerk of the Course.
- m) All entries must nominate and supply a minimum of three capable marshals as part of the entry process. Non-compliance will result in penalty and possible exclusion from the Event.
- n) The Promoter reserves the right to refuse entry in accordance with NCR83 of the current CAMS manual.

## 6. Insurance

- a) 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](http://www.cams.com.au).

## 7. Classes

- a) Class 1: Rovers-
  - i. Drivers in the *Fillies* test must be female and 26 or under as of Monday 11<sup>th</sup> June 2018.
  - ii. Drivers in the *Rookies Challenge* test must meet the following conditions:
    - 1. Be aged 21 years or under as of Monday 11 June 2018, or
    - 2. Have held a CAMS Licence for no more than 12 consecutive months and be within the Rover age of 18 – 25 years on the day of competition.
  - iii. Drivers in the *RA's Event* **must** be the registered Rover Adviser of the entrant crew.
- b) Class 2: Other RSM Members (Non-Rovers)
  - i. By definition, drivers in the *Other RSM Member* class must be an Other RSM Member entrant and not eligible to enter Class 1.
  - ii. Class 2 Entrants may participate in all scheduled Competitive Events and are not subject to any age, test limitations that are specified specifically for Class 1 (except those covered in 7ai). However, must wait 30 minutes after Clerk of the Course officially announces tests open, before competing.

## 8. Starting Order

- a) There will only be a starting order for night Events.
- b) Driver numbers are used for scoring reference only.
- c) Preference for obstacle course will be first in best dressed.
- d) Vehicles will start all tracks from a stationary position, within the start garage in a forward facing direction.

## 9. Competitors

- a) All Competitors must be aged 18 years and over.
- b) A Passenger must be transported in the vehicle for all competitive tests.
- c) All team members are able to attempt each test and track with exception of special tests and night Events. The penalty for breaching this provision shall be no time recorded for all tests driven by the offending team member.
- d) Teams are prohibited from having any team member participate as a Driver on the same course twice unless approved by the Clerk of the Course.
- e) Competitors who intentionally drive a test in an incorrect manner may result in an infringement.
- f) If no Competitors present to a course within a reasonable timeframe in the afternoon session, the course may be closed with a 5 minute warning to competitors over the PA System.

## 10. Driver's Briefing and Alcohol Breath Test

- a) It is compulsory for all Competitors (both Drivers and Passengers) to attend, as published in the Mudbash Program, Driver Briefings and alcohol breath test on the day of competition and must be present for a roll-call. **Any Competitor who is not present for a roll-call will be ineligible to compete in that session.**
- b) Any amendments to the Driver Briefing, including notification of track conditions and other points of relevance to the specific courses, will be posted on the Notice Boards in the Harold Gardiner Rover Hall and the Service Park Hot Works Shed 30 minutes prior to the tracks advertised start time.
- c) Alcohol Breath Tests will be conducted 3 times a day as well as random breath tests.

## 11. Scrutiny

- a) Scrutiny will take place at Mafeking Rover Park on **Friday 8 June 2018**, between the hours of **7pm and 11pm**. Scrutiny will recommence on **Saturday 10 June 2017** at **7:00am through to 9:00am**. Scrutiny will only be provided outside of these times at the discretion of the Chief Scrutineer.
- b) Vehicles must have completed a yearly pre-scrutiny prior to this Event, as per RSM Standing Regulations. Any vehicle which has not completed a yearly Pre-Scrutiny session will be ineligible to compete at this Event. Pre-Scrutiny must be logged in the RSM Scrutiny book.
- c) A \$50 deposit (cash only, no change supplied), to ensure the cleanliness of camping and pit bays, is required to be paid to the Scrutineer upon presentation of each vehicle to scrutiny. Please place the deposit in an unsealed envelope with Crew name and Crew contact number clearly written on the front. The deposit will be returned to the Crew on Monday, once camping and pit bays have been cleared by the delegated Committee member/s. Deposit collection will be from HQ.
- d) Adequate bin (50L recommended) and 3 garbage bags must be present in the vehicle when presented to Scrutiny.
- e) All competing vehicles must comply with Schedules A and B and Group 4H of the current CAMS Manual and the Rover Scout Motorsport Standing Regulations.
- f) Crews must present their vehicles in full competition trim
  - i. Competitors are required to wear snug fit clothes covering the body from neck to ankles and wrists as well as suitable enclosed footwear. Clothing should be fire resistant nature. As per Schedule D of the CAMS Manual.
  - ii. Competitors are required to have appropriate neck braces, safety helmets.
  - iii. Safety helmets must conform to Cams requirements (eg AS1689) and to be worn while competing.
  - iv. Open faced safety helmets must be worn with goggles.
- g) Vehicles must arrive to the Event and be presented at scrutiny in a clean and tidy condition, ensuring no foreign plant or earth matter enters Mafeking Rover Park. Vehicles deemed not to comply with this requirement by the Scrutineers or Clerk of the Course will not be Scrutineered or allowed to start the Event as appropriate.
- h) All competing vehicles must pass Scrutiny to start the Event. Those competitors requiring re-scrutiny must make their own arrangements for appropriate checking prior to the Event.
- i) The Event Scrutineers are deemed to be Judges of Fact in regard to scrutiny matters.
- j) All competing vehicles must have one black cable tie and one white cable tie attached the left rear bar of the roll cage.
- k) Vehicles must be adequately muffled to comply with noise restrictions, as per the RSM Standing Regulations.

- l) No vehicle is to be started before 7am. All vehicles must be in the service park and motor off by 11pm.
- m) If any vehicles arrive after 11pm Friday night, they must remain on the trailer until 7am Saturday morning, at which point they will partake in Event scrutiny.

## 12. Service Park

- a) Vehicles entering or leaving the designated 'service park' are to travel at walking pace (10kph Max.) and must follow directional markers.
- b) When vehicles are not competing, they must remain in the confines of the service park for the duration of the Event.
- c) All competition vehicles must be in the service park within 30 minutes of arrival at the Event. Any competition vehicle found parked outside the service park may be removed from competition at the discretion of the Clerk of the Course.
- d) Crews are allowed one service vehicle in the service park and it is to remain stationary from Midnight Friday night until 6am Monday.
- e) Washing of cars is to only be done in the designated area.
- f) There is to be no smoking or drinking anywhere within the service park at any time.
- g) Any and all hot work is to be done in the Hot Works shed.
- h) No vehicle is to be left unattended in the Hot Works shed at any time; if left unattended vehicles may be removed from the shed and excluded from competition.
- i) All works that do not require a hot works are to be completed **outside** the hot works shed or within bit pays.
- j) The service park and any pit bay must be kept clean and tidy at all times.
- k) Refueling must be completed in the designated refueling area.
- l) All pit pays and working areas such as the hotworks shed and outside the shed are to be return to their original conditions. The penalty for not complying with this ruling will be 20% of each of their track times at the 2018 Event or disqualification.

## 13. 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 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.

All Competitors must complete a breathalyser test prior to entering a competition vehicle. Any Competitor or Official who refuses a breathalyser test will not be eligible to compete for that day of competition.

- The Competitor or Official provides an initial breath sample known as the 'screening' test.
- If the screening test reading is negative (i.e. 0.01 or below) there is no further action required.
- If the screening test reading is positive (i.e. above 0.01) the Competitor or Official must be isolated and observed by a chaperone until a second breath sample can be provided.
- A second breath sample, known as the confirmation test, must be provided by the Competitor or Official no sooner than 15 minutes and no later than 20 minutes after the screening test.
- If the confirmation test reading is negative, there is no further action required.
- If the confirmation test reading is positive the Competitor or Official must be excluded (by the Clerk of Course) from that day of the Event.

## 14. Competition and Layout

- a) The competition will be conducted as per the schedule produced in Mudbash program.
- b) Driver Registration will be from 7:30pm – 11:30pm on Friday 8 June 2017, and 7:00am – 8:00am on Saturday 9 June 2017.
- c) Driver nomination will be completed at Driver Registration.
- d) The first test will commence at 9:00am on Saturday and Sunday mornings.
- e) The competition tests will be laid out to conform to Khanacross and Motorkhana Regulations.
- f) Each course will be given its own letter or number as an identifier.
- g) Each test will be given its own named identity.



- h) There will be a minimum of 5 and a maximum of 20 tests.
- i) Scoring will be based on team times and ability. Individual times will be added and the overall lowest time as a team will be declared the winner.
- j) Events will be timed using Rally Clocks and other handheld equipment.
- k) Penalties will be applied in accordance with the Khanacross & Motorkhana Regulations and the National Motorkhana Code. Penalties will be made available on the Event noticeboard outside HQ.
- l) All Officials will be considered Judges of Fact.

#### **15. Awards**

- a) Trophies will be awarded to First, Second and Third outright for Class 1.
- b) Trophies will be awarded to the First driver(s) for each test for Class 1.
- c) Trophies will be awarded to the best performed Fillie and the best performed Rookie for Class 1.
- d) A Trophy will be awarded to Class 2: First outright.
- e) Special awards: Best Presented. Best First Year, Monumental Blow-up, People's Choice and the Chairman's Award.

#### **16. Protests**

- a) Protests may be made under Part XII of the CAMS Manual of Motor Sport.
- b) Protests can only be made by the listed Crew Leader of each team.

#### **17. Abandonment / Termination**

- a) The Promoter reserves the right to abandon, postpone or cancel the meeting in accordance with NCR 59 of the current CAMS manual.
- b) If the Event is cancelled or postponed for more than 24 hours, the entry fees shall be refunded.
- c) The Event 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. In case of a Total Fire Ban, no activity, including practice, will be allowed.

#### **18. Exemptions**

Crews seeking an exemption to any Supplementary Regulation must do so in writing by email to the Event Secretary by 8pm on Monday 14 May 2018. Exemptions must include who the entrant is, including contact details; what the rule to be exempted is; and the reason(s) why you cannot comply with the rule.

Exemptions received after this date will only be considered at the discretion of the Clerk of Course. Exemption request applications are to be sent to Steph McNabb, Secretary of the Meeting, at [event.secretary@mudbash.com](mailto:event.secretary@mudbash.com).

#### **Supplementary Regulations Issued:**

**By the authority of:**

**Natalie Morgan**

**Events Manager, Mudbash 2018**

## ENTRY FORM

The Event will be conducted under the I FIA International Sporting Code including Appendices and the National Competition Rules (NCR) CAMS.

**Entries are to be emailed / Mailed to:** Steph McNabb,  
Mudbash Event Secretary [event.secretary@mudbash.com](mailto:event.secretary@mudbash.com).

### Competitor – Rover Crew Leader / Buggy Manager

Name			
Rover Crew			
Address			
Email			
Phone	(BH)		(AH)
Scout Rego No.			
Signature			
Emergency Contact			
Emergency Contact Number			

- You may be SMS'd or emailed by the Mudbash Committee to issue reminders or follow up on entries.

### Competing Vehicle Details

Vehicle Name				
Vehicle Number				
Entry Class (tick)	Class 1 (Rover)		Class 2 (Non-Rover)	
Year the vehicle last competed at Mudbash?				
Has this Vehicle completed its yearly pre-scrutiny check?	YES/NO			

Entry Fee - \$50.00 if received **prior to** midnight Saturday 19 May 2017. \$100.00 if received **after** this date.

Cheques are to be made payable to Rover Scouts Mudbash and must accompany this entry form and received by the Secretary of the Meeting prior to the due date.

Bank Direct                      deposit:                      Account name - Rover Scouts Mudbash  
BSB - 063 120  
Account No - 00902168.  
Reference – 'Entrant – [CREWNAME]'.

### REMINDER:

Crews wishing to enter vehicles in Mudbash 2018 must complete the required number of pre and post working bee 'man days' at Mafeking Rover Park as determined by the Mudbash Committee. If you cannot attend a designated working bee please contact the Mudbash Events Manager, Natalie Morgan on 0412 433 738

**Please note: Man Days are 24 working hours Pre-Event and 8 working hours Post-Event.**

## Mudbash 2018 – Event Entry Form – Crew Member Details

*\*Please complete all competitor details. Ensure you have read and understand the attached disclaimer before signing the entry form.*

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2017.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.



Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

Name			
Address			
D.O.B.		Phone Number:	
Scout Rego No.		CAMS Lic Number:	
Emergency Contact Name:		Contact Number:	
Signature *		Date        /        / 2018	

By signing this disclaimer, I have read and agreed to the Supplementary Regulations for Mudbash 2018.

## Mudbash 2018 – Marshal Nomination Form

NAME OF COMPETITOR (CREW): \_\_\_\_\_

NAME OF VEHICLE: \_\_\_\_\_

VEHICLE NUMBER: \_\_\_\_\_

CREW CONTACT PERSON: \_\_\_\_\_

CONTACT DETAILS: \_\_\_\_\_

Please list four crew members to complete marshaling at the event.

Name		Preferred Session

- Indicate the preferred session for each marshal nominated; this does not need to be the same session for every marshal.
- Sessions available are Saturday morning and afternoon, and Sunday morning and afternoon.
- While every effort will be made to ensure that your preferences are met, we cannot guarantee anything. First in best dressed, so please return the forms as soon as possible.

## 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;
      - 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) limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.

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

#### **WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN VICTORIA WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:**

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

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

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

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

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

##### **Your rights:**

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

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

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

##### **Important:**

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

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

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

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

#### **DEFINITIONS**

- "CAMS" means the Confederation of Australia Motor Sport Ltd.
- "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;
- "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.
- "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;
- "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a sporting activity; or
  - a similar leisure time pursuit or any other activity that:
    - involves a significant degree of physical exertion or physical risk; and
    - is undertaken for the purposes of recreation, enjoyment or leisure.

## 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 1			
Driver 2			
Driver 3			
Driver 4			
Driver 5			
Driver 6			
Driver 7			
Driver 8			

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..... Parent/Guardian\*

Date.....

Witness..... Date: ..... Name and address of witness: .....