

# INGHAM TOYOTA Forest Rally

SATURDAY 20<sup>TH</sup> August 2022



## 1. PROGRAMME

### Publication of Supplementary Regulations

Monday 11<sup>th</sup> July

Entries Open

Friday 12<sup>th</sup> August

16:00 hrs

Entries Close

Wednesday 17<sup>th</sup> August

18:00 hrs

Scrutineering, Verification of all documentation begins

21:00 hrs

Latest time for presentation of vehicles for pre event scrutiny

Saturday 20<sup>th</sup> August

08:00 hrs

Latest time for representation of vehicles which require additional scrutiny

08:00 hrs

CWA Hall Headquarters opens

08:45 hrs

Scrutineering ends

09:30 hrs

Compulsory Drivers briefing

10:00 hrs

Start of Rally

17:30 hrs

End of Rally

19:00 hrs

Close of Headquarters

## 2. GENERAL INFORMATION

**Held under the International Sporting Code of the FIA and the National Competition Rules of Motorsport Australia.**

Rally Enquires Geoff Nicol (h) 47 734 663 (m) 0417614663 Ken Long 47737404, Ian Gough,  
Greg Van Dinter (m) 0418782827 Paul Southey(m) 0438709132

Address for Correspondence

The Event Secretary  
2022 INGHAM TOYOTA Forest Rally  
P.O.Box 7697  
Garbutt 4814

Rally Headquarters CWA Hall, Abergowrie Road, Abergowrie.

Official Notice Board Location  
CWA Hall, Abergowrie Road, Abergowrie.

## 3. ORGANISATION

### Article 1 Organisation

#### Promotion

The promoter of the 2022 INGHAM TOYOTA Forest Rally is the Townsville City Autosports Club Inc

#### Address

The address of the Secretary for the rally and all correspondence is  
The Event Secretary  
P.O.Box 7697  
Garbutt 4814

**Email [townsvillecityautosportsclub@outlook.com](mailto:townsvillecityautosportsclub@outlook.com)**

Organising Committee, Geoff Nicol , Ken Long, Greg Van Dinter, Paul Southey, Ian Gough

#### Officials of the Rally

Clerk of Course	Geoff Nicol (Heckler) 4773 4663 (m) 0417 614 663
Deputy Clerks of Courses	Ian Gough (m)
Event Secretary	Emma Nicol
Chief Scrutineer	Ken Whitby
Administrative Checker	
Course Checker	Ross Makela and Paul Makela
Timekeeper	TBA

#### Appointments authorised by Motorsport Australia

Chief Steward	Barry Neuendorff
Stewards	Gregory Wright

## **Article 2           Event Eligibility**

- 2.1** 2022 INGHAM TOYOTA Forest Rally counts towards Townsville City Autosports Club Rally Championship:

## **Article 3           Event Description**

- 3.1** The 2022 INGHAM TOYOTA Forest Rally is authorised by Motorsport Australia and shall be conducted under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) the 2022 National Rally Standing Regulations, These Supplementary Regulations and any Further Regulations and Bulletins as may be authorised by Motorsport Australia. This Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race Strategy requirements at the time of the event, these Supplementary Regulations and any Further Regulations, addenda and instructions as may be issued subject to NCR of the current Motorsport Australia Manual. The Event is to be held in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au). Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at [www.motorsport.org.au](http://www.motorsport.org.au).
- 3.2** The Motorsport Australia Permit Number is **422/2108/02**
- 3.3** The event will begin at 10:00 hrs at the CWA Hall Abergowrie 20<sup>th</sup> August 2022.  
The approximate distances will be: 120 Klm's Competitive & 193 Klm's Liaison.
- 3.4** The organisers reserve the right, at their discretion, to abandon, postpone, or cancel the event subject to the NCR. The Clerk of Course reserves the right to terminate the event at any time.

## **Article 4           Vehicle Eligibility**

The classes to be used for this event are as per the 2022 Motorsport Australia Manual.  
All vehicles must comply with the National Rally Standing Regulations Vehicles General (VG).

## **Article 5           Entry Forms, Entries and Entry Fees**

- 5.1** The entry fee for 2022 INGHAM Forest Rally is \$450.00
- 5.2** Entries will open on publication of these Supplementary Regulations & close Friday 12th of August 2022.  
An entry may be substituted for one lodged prior to the closing date of entries in respect of which the competitor has advised his inability to compete. Entries must be made on the official form which must be fully completed and signed as per the NCR and emailed to the event secretary or via the Motorsport Australia entry portal
- 5.3** Cheques, money orders etc. are to be made payable to Townsville City Autosports Club Inc.  
The organisers will not accept any responsibility for cash forwarded by mail or Direct Debit. Details: BSB:633-000 (Bendigo Bank) Account No. 160540936  
Name of Club: Townsville City Autosports Club Inc. Please reference name.
- 5.4** Entries will be accepted at the discretion of the organisers subject to the NCR.  
A limit of 50 starters may be applied and the organiser reserves the right to cancel the event if less than 10 entries are received. Entries will then be accepted in order of receipt, the latest being excluded first. If a number of entries are received on the same day causing the limit to be exceeded, a ballot will be held.
- 5.5** The Organising Committee reserves the right to refuse an entry in accordance with the NCR of the 2022 Motorsport Australia Manual
- 5.6** The entry fee will be refunded in full:
- \* to candidates whose entry has not been accepted
  - \* in case of the rally not taking place
  - \* withdrawal of entry prior to close of entries
- In case of withdrawal, after close of entries, due to reasons of force majeure recognised by the stewards of the meeting, the organisers may refund part of the entry fee.

- 5.7 The crew shall consist of a driver and co-driver who must retain their respective roles throughout the event.
- 5.8 Financial members of a Motorsport Australia affiliated clubs are eligible to participate in the event
- 5.9 Licence requirements are Rally/Rally Junior Licence.

#### **Article 6 Servicing**

- 6.1 Service crews must be registered with the Organisers and will be provided with Service Instructions. The registration of one service crew is included in the entry fee.
- 6.2 The maximum distance between service/refuel points will be approximately 70 kms.
- 6.3 The passage of service vehicles and servicing by persons other than the crew of the competing vehicle is banned on roads as specified. Any infringement of this regulation noted by an official of the event may result in a charge being laid by the Clerk of Course.
- 6.4 There is fuel available at Ingham. Fuel must comply with Schedule G of the current Motorsport Australia Manual
- 6.5 Central service point is at the CWA Hall remote servicing for fuel only will be permitted

#### **Article 7 Competitors Briefing**

- 7.1 A competitor's briefing will be held at the CWA Hall, 09:00 Hrs Saturday 20<sup>th</sup> August, 2022  
It is compulsory for both crew members of each car to attend. Failure to attend may result in a charge being laid by the Clerk of Course.

#### **Article 8 Reconnaissance and Pace Noting**

- 8.1 The passage of any crew member on any of the special stages of the event is banned from the time of publication of these Regulations to the beginning of the rally. Any infringement of this regulation noted by an official of the event may result in a charge being laid by the Clerk of Course.

#### **Article 9 Promotion**

- 9.1 Through entering this event all Competitors and crew members agree to the free use of their name and photographs in any promotional material prepared and issued by the organisers.
- 9.2 All advertising, sales promotion and publicity material concerning or referring to the event should refer prominently to the event as the 2022 INGHAM TOYOTA Forest Rally.
- 9.3 All competitors and crew members are requested to provide publicity material concerning themselves and sponsor on the form provided when lodging their entry.

#### **Article 10 Maps**

- 10.1 Maps will be supplied

#### **Article 11 Odometer Check**

- 11.1 The official vehicle for the event has recorded a reading of 5.00 km over the Queensland Transport Speedo Check of 5km. (south of the Australian Institute of Marine Science turn off approx 27 km south of Townsville). A duplicate check will be set up on Abergowrie Rd close to the CWA headquarters.

## **Article 12      Documentation and Scrutiny**

- 12.1** Documents establishing civil registration and Third Party Insurance cover as well as appropriate Motorsport Australia vehicle registration and Log Book must be produced at pre-event scrutiny. Log Books will be collected at time of Scrutiny and held by Event Officials until completion of Post-event Scrutiny. For Queensland registered vehicles a certificate of Third Party Extension for this event is required specifying cover for 2022 INGHAM TOYOTA Forest Rally all documentation MUST be emailed to the event secretary prior to the event.
- 12.2** Relevant Motorsport Australia Competitor and competitor licences as well as a current civil licence for the driver must be Emailed to the Organisers prior to the event.
- 12.3** A change of crew members or vehicle may be considered by the Clerk of Course before close of scrutiny and may be approved subject to the agreement of the Stewards of the Event.
- 12.4** Competitor numbers will be supplied by the organisers.
- 12.4** Competitors must have a white area 500mm wide by 520mm high on both front doors for event advertising and competition numbers Schedule K.
- 12.5** Competitors are required to leave an area of at least 500mm and 140mm high on the bonnet and boot for the event sponsors rally decals. Competitors are reminded of the requirements of Schedule K.
- 12.7** The requirement for fire extinguishers is in Schedule H of Motorsport Australia Manual.
- 12.8** (i) Pre-event scrutiny will take place as follows :
- |      |  |
|------|--|
|      | ARC Automotive                             |
|      | Bayswater Road                             |
|      | Garbutt                                    |
| Time | 18: 00 hrs - 21: 00 hrs                    |
| Date | Wednesday 17 <sup>th</sup> of August. 2021 |
- (ii) Actual pre-event scrutiny may continue after 21:00hrs however competitors must register their presence with the Chief Scrutineer (or his delegate) prior to 20:00 hrs.
- (iii) Regional scrutiny is recommended with the approval of the Chief Scrutineer and carried out by an official specifically nominated by him.
- 12.9** Any vehicle which fails scrutiny will not be allowed to start the event. A vehicle deemed unsafe by the Clerk of the Course, Deputy Clerk of the Course or Chief Scrutineer or his deputy during the running of event will not be allowed to continue.
- 12.10** For other than vehicles to which NRSR applies; Turbo scrutiny will be held for all other vehicles fitted with a turbo charger for inspection and sealing (pre-drilled). Vehicles must be presented from 18:00 - 20:00 with the engine cold.
- 12.11** Selected vehicles may be required for post-event scrutiny and be subject to sealing of components. The location and time for post event scrutiny will be advised in Further Regulations.
- 12.12** The starting order will be determined by seeding.
- 12.12** Noise Testing - All vehicles will be required to conform to the 2022 Motorsport Australia Manual and may be tested in accordance with these methods.
- 12.13** Vehicle logbooks may be held by the Chief Scrutineer until the end of event.

## Article 13 Running Details

- 13.1** 2022 INGHAM TOYOTA Forest Rally will start at the CWA Hall 10:00 hrs Saturday 20<sup>th</sup> August 2021 and finish at approximately 17:30 hrs 20<sup>th</sup> August 2022. All cars are required to book in at the Start by 08:45 hrs. Penalties of one minute per minute may apply to crews booking in late.
- 13.2** Minimum time intervals between cars at start controls will be two minutes. This interval may be increased at the sole discretion of the Clerk of the Course.
- 13.3** The first car should finish the event at approximately Saturday 20<sup>th</sup> August 17:00 hrs 2022. The finish location for event shall be at CWA Hall.
- 13.5** Performance Record, Scoring and Results will be in accordance with the National Rally Standing Regulations. Any lateness exceeding 30 minutes of the target time between two time controls or a total lateness exceeding 40 minutes at the end of the first section, or a total lateness of more than 60 minutes, will result in the exclusion of the crew.
- 13.6** Provisional results will be posted by 18:30 Hrs 20th August 2022.
- 13.7** Protest - Competitors are reminded of their rights under the NCR.
- 13.8** Event Organisers reserve the right to abandon, postpone or cancel the event in accordance with the NCR of the current Motorsport Australia Manual.
- 13.9** All competitors are requested to advise a Control Official at the Time Control or Stop Point of the stage in which they retire, of their retirement from the event by lodging with the official a form to be supplied by the Organisers for that purpose.
- 13.10** With regard to the obstruction of vehicles, competitors are reminded of the provisions of the National Standing Regulations concerning overtaking, obstruction and the use of reflective safety triangles.
- 13.11** (i) Immediately on completing the event all cars will be held in *Parc Ferme*.  
(ii) As soon as they have parked their car in *Parc Ferme* crews must leave the *Parc Ferme* area and will not be allowed to re-enter until a time specified by the Clerk of Course which will be no later than 60 minutes after their arrival time into *Parc Ferme*.  
(iii) The cars will be subject to *Parc Ferme* rules from when they reach the end of the event until the crew is allowed to re-enter the *Parc Ferme*.

### 13.12 Alcohol, Drugs and Other Substances

The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

## Article 14 Prizes, Trophies and Awards

### 14.1

Outright	1st	Trophies
	2nd	Trophies
	3rd	Trophies
	Trophies for both driver and co-driver.	

**14.2** The organisers reserve the right to add to these Trophies.

**14.3** In the event of a tie, competitors concerned will share equally in any trophies.

**14.4** The time and location of the presentation of trophies is to be advised.

## **Article 15 Judges of Fact**

**15.1** Judges of fact

Scrutineers will be deemed Judges of Fact relative to:

- a) the safety of equipment and vehicles:
- b) ensuring all relevant documents are current and correct:
- c) the measurement of emitted vehicle noise.

**15.2** Control officials shall be deemed Judges of Fact relative to:

- a) time of arrival at, and departure from control:
- b) direction of entry to and departure from control:
- c) observation of Quiet Zone restrictions:
- d) conduct of service crews:
- e) deviation from route chart:

**15.3** Official Observers appointed by the Motorsport Australia or the Clerk of Course, shall be Judges of Fact relative to : 15.2b), 15.2d).

**15.4** The Clerk of Course and Deputy Clerk of Course shall be deemed to be Judges of Fact to 15.1 and 15.2.

**15.5** Police Officers on duty shall be deemed Judges of Fact in relation to compliance with the Transport Operations (RUM) Legislation.

## **Advice to Competitors**

**Fuel** Is available at Ingham

**Camping** Camping at CWA Hall & Broadwater National Park.

**Spectators** Spectators wishing to view the rally will have the opportunity to see the rally at spectator points.

## **Acknowledgments**

Mouse & Steph Masters  
HQ Plantations  
National Parks and Wildlife  
Hinchinbrook Shire Council  
All volunteers that will help to make this event happen.  
Toilets and Hot showers on site CWA hall





**OFFICE USE ONLY**

<b>CLASS</b>		<b>CAR NUMBER</b>	
<b>DATE ENTRY RECEIVED</b>	- -	<b>ENTRY APPROVED</b>	DATE - - TIME

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia

**EVENT NAME**

**ORGANISER/CLUB** \_\_\_\_\_ **DATE** - -

**Driver**

<b>SURNAME</b>			<b>MOTORSPORT AUSTRALIA LICENCE NO.</b>
<b>GIVEN NAME(S)</b>			<b>AFFILIATED CAMS CLUB</b>
			<b>MEMBERSHIP NO.</b>
<b>ADDRESS</b>			
<b>SUBURB</b>	<b>STATE</b>	<b>POSTCODE</b>	
<b>EMAIL</b>	<b>MOBILE/PHONE</b>		
<b>EMERGENCY CONTACT NAME</b>			
<b>EMERGENCY CONTACT NUMBER</b>			
<b>AMBULANCE COVER?</b>	YES	NO	
<b>CURRENT HOLD AN CURRENT CIVIL DRIVERS LICENCE?</b>	YES	NO	<i>If YES, the civil drivers licence is required to be presented at documentation</i>
<b>OBSERVE LICENCE TEST REQUIRED?</b>	YES	NO	

**Co-Driver/Navigator 1**

<b>SURNAME</b>			<b>MOTORSPORT AUSTRALIA LICENCE NO.</b>
<b>GIVEN NAME(S)</b>			<b>AFFILIATED CAMS CLUB</b>
			<b>MEMBERSHIP NO.</b>
<b>ADDRESS</b>			
<b>SUBURB</b>	<b>STATE</b>	<b>POSTCODE</b>	
<b>EMAIL</b>	<b>MOBILE/PHONE</b>		
<b>EMERGENCY CONTACT NAME</b>			
<b>EMERGENCY CONTACT NUMBER</b>			
<b>AMBULANCE COVER?</b>	YES	NO	
<b>CURRENT HOLD AN CURRENT CIVIL DRIVERS LICENCE?</b>	YES	NO	<i>If YES, the civil drivers licence is required to be presented at documentation</i>
<b>OBSERVE LICENCE TEST REQUIRED?</b>	YES	NO	

### Co-Driver/Navigator 1

SURNAME

MOTORSPORT  
AUSTRALIA LICENCE NO.

GIVEN NAME(S)

AFFILIATED CAMS  
CLUB

MEMBERSHIP NO.

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE/PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

AMBULANCE COVER? YES NO

CURRENT HOLD AN CURRENT CIVIL  
DRIVERS LICENCE? YES NO

*If YES, the civil drivers licence is required to  
be presented at documentation*

OBSERVE LICENCE TEST REQUIRED? YES NO

### Competitor (Car Owner/Entrant)

SURNAME

MOTORSPORT  
AUSTRALIA LICENCE NO.

GIVEN NAME(S)

LICENCE EXPIRY

EMAIL

MOBILE/PHONE

### Description of Car

COMPETITION NO.

REGISTRATION  
NO. *(if applicable)*

REGISTRATION  
EXPIRY *(if applicable)*

MAKE

MODEL

YEAR

BODY TYPE

COLOUR

CAPACITY

CC

CLASS FOR THIS  
EVENT

2WD OR 4WD?

2WD

4WD

LOGBOOK NO.

UNREGISTERED VEHICLE  
PERMIT?

YES

NO

N/A

QLD THIRD PARTY EXTENSION  
*(QLD registered vehicles only)*

### Service Crew Details

**COMPETITOR NAME**

**CREW MEMBER NAMES**

1	2
3	4
5	6
7	8
9	10

### Service Vehicle 1

<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>
<b>REGISTRATION NO.</b>	<b>STATE OF REGISTRATION</b>	<b>COLOUR</b>

### Service Vehicle 2

<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>
<b>REGISTRATION NO.</b>	<b>STATE OF REGISTRATION</b>	<b>COLOUR</b>

### Declaration (must be completed by all applicants)

**ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR 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 continuing to hold a licence. 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.

**COMPETITOR'S SIGNATURE**

SIGN HERE

**DATE**      —      —

**DRIVER'S SIGNATURE**

SIGN HERE

**DATE**      —      —

**CO-DRIVER/NAVIGATOR 1'S SIGNATURE**

SIGN HERE

**DATE**      —      —

**CO-DRIVER/NAVIGATOR 2'S SIGNATURE**

SIGN HERE

**DATE**      —      —

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

I, (name) of (address)

am the parent/ guardian of 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 event at his or her own risk.

SIGN HERE

**DATE**      —      —

## Risk Warning and Disclaimer

**Motorsport 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 Motorsport Activities.**

### Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport 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;
- other 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 and Indemnity

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

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - 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 Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia 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 Motorsport 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 Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and 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 Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for 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 Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

### 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 me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am 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:** I note that the change to my rights, as set out in this form, does not apply if my 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 Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; 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
- 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 My Rights:

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

### Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

### Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's 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;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a 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.

# Event Entry

## Self-Scrutiny Statement of Vehicle Compliance

TSP03EE



### Competitor

**Competitor** - I being the competitor of the vehicle described on the Entry Form and being legally authorised to enter the vehicle described, hereby declare that the vehicle and all related equipment and components necessary for participation in this event shall be presented at all times and in every respect in a condition suitable for use in this activity. I have caused the vehicle to be inspected according to a maintenance schedule which I have developed and declare that it is free from mechanical defects, be they of preparation or structural integrity, that may render the vehicle unsafe for the proposed activity. I acknowledge that where any aspect of the vehicle or related equipment and components is found, by the Chief Scrutineer,

- to be in breach of the Motorsport Australia National Competition Rules (NCR) and/or the Regulations of the Event; or
- to be subject to a serious mechanical defect,

that I may be subject to penalties under the NCR.

My signature below indicates my acceptance of the above declaration.

### Driver, Co-Driver/Navigator

I/we being the named driver/co-driver/navigator of the vehicle described on this form hereby declare that I/we have been fully briefed by the competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition, and are satisfied that the vehicle is safe and suitable for the intended competition and that my/our competition apparel is in compliance with the NCR; Schedule D – Apparel.

My/our signature/s below indicate acceptance of the above declaration.

### The Event

EVENT NAME

DATE

- -

PERMIT NO.

as per the Supplementary Regulations.

### Declaration

COMPETITOR NAME

COMPETITOR SIGNATURE

SIGN HERE

DRIVER 1 NAME

DRIVER 1 SIGNATURE

SIGN HERE

DRIVER 2, CO-DRIVER OR  
NAVIGATOR NAME

DRIVER 2, CO-DRIVER OR  
NAVIGATOR SIGNATURE

SIGN HERE

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

I, \_\_\_\_\_ of \_\_\_\_\_

am the parent/ guardian (*tick 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 event at his or her own risk.

SIGN HERE

DATE

- -

### Vehicle issued with a Motorsport Australia Log Book - Recent Competition and Scrutiny Audit History

For a vehicle that is issued with a Motorsport Australia Vehicle Log Book the Competitor must complete the following table showing the Competition and Scrutiny history of the vehicle described above for the last five relevant Events as shown in the Vehicle Log Book. If at the time of completion of this declaration the vehicle is entered into another Event yet to be held, please indicate in the space provided.

DATE	VENUE	SCRUTINY AUDIT CONDUCTED	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		OTHER EVENT - YET TO BE HELD	

**Please Note:** This form must be submitted with the event entry form and a completed **Self Scrutiny Checklist** for the event discipline (Race/Rally/Speed/Autotest etc.)