

# INFORMATION REQUIRED BEFORE RACING

1. Copy of Drivers Licence
2. Copy of club membership
3. Copy of Motorsport Australia Licence
4. Entry form signed
5. Copy of Driver Briefing signed
6. Self scrutiny form
7. Signed Self Statement of vehicle compliance

Please make sure you read the sup regs for this race

Kerry Cobbing

Organiser

**2024**

**KING OF THE MOUNTAIN  
BITUMEN HILLCLIMB TITLES**

**ROUND3**

**Townsville HILLCLIMB**

**SUNDAY 28<sup>th</sup> July 2024**

**SUPPLEMENTARY REGULATIONS**

Proudly Organised by Townsville City Autosports Club Inc



## AUTHORITY

The Event will be held under FIA International Sporting Code including appendices, the National Competition Rules (NCR) of Motorsports Australia, the Hillclimb Standing Regulations, these Supplementary Regulations and any additional Instructions that may be issued subject to the NCR.

**Note:** The NCR and the Hillclimb Standing Regulations are published in the 2024 Motorsports Australia Manual which can be accessed at the Motorsport Australia web site <http://www.motorsport.org.au>. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1<sup>st</sup>, 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).

## PERMIT NO.

Motorsports Australia Organising Permit Number is 424/2807/01

## PROMOTERS

TOWNSVILLE CITY AUTOSPORTS CLUB Inc. ABN: 16 507 002 943

## ORGANISING COMMITTEE

Mr. Kerry Cobbing: 0411 491 350, Robyn White: 0419788330 Matthew Blomfield: 0407900378

## THE EVENT

The event is a **Club Status Speed Event (Hillclimb)** and the course will be at the Mt. Stuart Hill Climb Road Course on the Mt. Stuart access road, approximately 6 kms West of Townsville (via the Flinders Highway) from the "Walkabout Palms" Roadhouse 24hr Mobile Service Station. The course is 1.5 km long; 'hotmix' bitumen sealed and rises approx 150m from start to finish.

Competitors and spectator vehicles are to be parked in the designated areas.

The Event will take the form of individual timed runs in groups of approximately 10 cars (due to restricted parking capacity at the finish). Once a group has completed their run, the Escort Vehicle will escort them back down the course to the Pit Area, then the next group will attempt the course. This process will continue for the duration of the Event.

This Event will be conducted under and in accordance with any and all necessary Motorsport Australia requirements at the time of the event. All official may (except Stewards) fulfil another role as per NCR.

## 1. ADMINISTRATION

DATE	28 <sup>th</sup> July 2024
CLERK OF COURSE	Paul Martin
DEPUTY CLERK OF COURSE	Kerry Cobbing (kcobb@westnet.com.au)
SECRETARY OF EVENT	Kerry Cobbing
DEPUTY SECRETARY OF EVENT	Robyn White
STEWARDS	Terrence Scully Gwenda Searle
CHIEF TIMEKEEPER	Ken Long
CHIEF SCRUTINEER	Matt Blomfield
JUDGES OF FACT	Chief Timekeeper (Start and Finish) Clerk of Course (Course penalties) Checkpoint Observers (Chicane and other course markers)
COMPLIANCE CHECKER	Kerry Cobbing

## 2. ENTRIES

- (a) Entries are open to members of who hold a Motorsports Australia **Speed Licence** or superior. If a competitor or any driver is under 18 years of age the entry form must be countersigned by the appropriate parent or legal guardian. A **Civil Licence** is required.
- (b) Entries will open on **Wednesday 3 July** and will close on **Wednesday 24<sup>th</sup> July at 5.00pm**.
- (c) Entries will not be accepted unless the entry form is complete in **all details** and accompanied by the specified entry fee.
- (d) Competitor's attention is drawn to the NCR (re- an entry containing a false statement).
- (e) The Entry fee will be **\$120** (cheques/money orders to be made payable to Townsville City Autosports Club Inc. ABN 16 507 002 943), paid prior start of race. A \$25.00 fee will apply to dishonored cheques.
- (f) All entries must be completed on the official entry form and sent to the Event Secretary to be considered for inclusion.**
- (g) A late Entry fee May be required on entries after close.
- (h) The number of entries that will be accepted may be limited to 40, (accepted in order of receipt).
- (i) A maximum of two (2) entries per vehicle will be accepted. A separate entry fee is to accompany each entry.
- (j) Personal Accident Insurance is included in the Licence fee.
- (k) The Organisers reserve the right to refuse entries subject to the NCR.
- (l) Entries must be in the hands of the Secretary of the Event by the specified time and date.**
- (M) Entries to be sent to: -**

**SECRETARY OF THE MEETING  
MT. STUART HILLCLIMB  
PO BOX 3109  
HERMIT PARK QLD 4812**

**OR DROP IN TO**

**MKC ACCOUNTING – HERMIT PARK  
9/260 CHARTERS TOWERS ROAD  
HERMIT PARK QLD 4812  
07 47752999  
Email: [kcobb@westnet.com.au](mailto:kcobb@westnet.com.au)**

## 3. ELIGIBILITY OF COMPETITORS

Persons eligible to compete must be members of a Motorsports Australia Affiliated Club.

## 4. COMPETITION

- (a) The Event will commence at **9.00am or at the Clerk of Course's discretion**, and it is the responsibility of the competitor to have presented the car to scrutiny prior to the event start. Any car not scrutinised by this time may be scrutinised at the discretion of the Chief Scrutineer.
- (b) A compulsory drivers briefing will be held in the pit area at **8:30am or at the Clerk of Course's discretion**. Any driver not attending the briefing may be excluded from the Event. A compulsory driver briefing may be called at any time by the Clerk of Course. At such Event, a roll call may be taken.
- (c) The Event will consist of a number of timed runs conducted in one direction of the course.
- (d) Timing shall be by means of electronic timing devices to at least one tenth of a second and interim results will be posted near the Start Point during the day.
- (e) At least five (5) official timed runs will be envisaged.
- (f) Vehicles will be started at **one-minute intervals** and it is the responsibility of the driver to be ready to start at the allocated time. Should the driver not be in place and ready to start, they will forfeit that run.
- (g) Observation points will be manned with flags to warn of any incident with the previous competitor. Should a competitor be stopped by an incident, that competitor will receive a re-run.
- (h) Should it be necessary to terminate the event before the completion of the final run, then only those times recorded at the termination of a complete run shall be scored regardless of how many runs a competitor has completed. However, should the Clerk of Course in his discretion decide that certain

classes have completed additional run or runs than the times so recorded for the said run or runs shall be scored for the purpose of making class awards.

The completion of each run shall be announced by the Clerk of Course or his representative. A driver need not take more than one (1) Official Run. A driver who has not competed by the time a run has been announced, as being completed shall be deemed to have missed that run.

The Chief Timekeeper and his assistant shall be the Judges of Fact as to the validity of starts and the accuracy of times recorded.

- (i) At the end of each run, as a group, all cars must return to the pits by following the Escort Vehicle.
- (j) Cars may not cross the start line before the commencement of their run or they may forfeit that run. All runs shall be made from a standing start. Competitors shall position their cars as directed by the starter or assistant. No 'burn outs' (tyre warming) are allowed in the start area. The signal to start shall be given by the Starter.
- (k) A timed run shall be deemed to have started as soon as the timing mechanism at the starting point indicates to the driver to start. It will be deemed to have finished as soon as the car causes the timing mechanism at the finishing point to record the time taken.
- (l) Vehicles judged to have 'jumped the start' or knocking a safety cone course marker or found to be shortening the course will not record a time for that run. A 5 second penalty will apply for hitting the Chicanes.
- (m) A re-run will be permitted only when the timing equipment fails to record the time taken, or if the signal to start is given when the course is not clear, or if the Clerk of Course deems the track conditions unsafe during a run.
- (n) If a car, due to mechanical failure, or for other reasons fails to reach the finish line, it shall be removed immediately from the course and will be deemed to have made an official run.
- (o) Subject to alteration at the discretion of the Clerk of Course, cars will compete in the entry list order.
- (p) No passengers are allowed in competing vehicles.
- (q) Sponsor and Passenger rides may be allowed after competition times, in accordance with the Motorsports Australia Passenger in Vehicle Guidelines. Passengers must sign the relevant Passenger In Vehicle disclaimer, as well as the instructor being over the age of 18 years of age. Passengers must be attired to the minimum standard of a driver (including helmet), in accordance with Schedule D of the Motorsports Australia Manual. This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the Motorsport Australia MSPRA Policy.

## 5. STARTING TIME

Following the Drivers briefing, official timed runs will commence at **9.00a.m** or at the Clerk of Course discretion.

## 6. SCRUTINY TIME AND PLACE

- (a) Event **scrutiny** will be held at the staging area of **Mount Stuart commencing at 6.30 am** Regional scrutiny may be arranged with the approval of the Clerk of Course or Chief Scrutineer. Alternatively, Regional competitors may have their vehicles scrutinised on the day at the venue, however, the latest time for vehicle registration for scrutiny will be 7.30 am. All competitors can request that their cars be examined on a hoist, this can be organised through either the Chief Scrutineer or the Clerk of the course.
- (b) **ALL COMPETITORS ARE REQUIRED TO PRESENT THEIR VEHICLES IN A 'READY TO RACE' CONDITION ALONG WITH HELMETS AND TYRES TO BE USED, ALL PAPERWORK MUST BE PRESENTED CORRECTLY FILLED OUT TO THE SECRETARY OF THE EVENT PRIOR TO VEHICLE SCRUTINY.** Times for competitors to present for scrutiny will be notified after the close of entries.
- (c) Extension or alteration of Scrutiny times or venue is at the sole discretion of the Clerk of Course and Chief Scrutineer.
- (d) No car will be permitted to compete unless the Scrutineers have approved it.
- (e) All cars entering the meeting may be impounded for re-examination by the scrutineers at any time.
- (f) Documents: - The following documents must be presented at scrutiny.  
The preferred method is to send these documents by email to the Event Organiser:

- Current Motorsports Australia **Competition Licence/ Motorsports Australia Pass Book**

- Current Motorsports Australia affiliated Club **Membership Card**
- Motorsports Australia **Vehicle Log Book (if issued)**
- Valid **Civil Driver Licence** \*
- **CTPI Extension** or For Unregistered Vehicle see below.

\*Persons who do not hold a valid civil driver licence cannot participate in the event.

**Note:**

Vehicles registered in Queensland under the “Transport Operations (Road Use Management— Vehicle Registration) Regulation 1999” require a **–Compulsory Third Party Insurance (CTPI) extension (on Letterhead) valid for this meeting.**

**VEHICLES NOT REGISTERED:**

Any vehicle that is **not** registered will require an “Authorisation to Use Unregistered Vehicle on Roads” (valid for the duration of the event) issued by Queensland Transport.

**Note:** - Mark the entry form “Not Registered” in the box for Registration Number, the event organisers will then arrange for the issue of an “Authorisation to Use Unregistered Vehicle on Roads”.

- (g) **Crash Helmets**, goggles or visors (as per Schedule D of the Motorsport Australia Manual) and **seat belts** must be Motorsports Australia approved types (as per Schedule I of the Motorsport Australia Manual).
- (h) Whilst it is preferred that Motorsports Australia approved fire resistant clothing be worn, this is not mandatory. The minimum standard of dress required for competitive runs will consist of long trousers, long sleeved shirt with shoes and socks (thongs and sandals are not acceptable). Clothing and footwear of synthetic material such as nylon, is not acceptable.

## 7. VEHICLES

- (a) All vehicles must comply with Technical Appendix Schedule A and B, of the Motorsports Australia Manual.
- (b) Be fitted with at least two independent fastening systems, of adequate strength and limited extensibility, which simultaneously hold the bonnets or panels closed. In other than races, registered production cars manufactured after 1 January 1973, and other cars as explicitly approved by Motorsports Australia may utilise the original, unmodified manufacturer’s components for securing the bonnet, without the use of a secondary restraint mechanism.
- (c) Tailshaft straps are highly recommended and must be fitted to all unregistered vehicles.
- (d) All vehicles will be required to have fitted an appropriate muffler, which will be subject to particular examination by scrutineers.
- (e) Normal ‘Street’ tyres only must be fitted and will be subject to the approval of the scrutineers. Slick racing type tyres, either hand grooved or not, are NOT permitted (Production Car Tyre List section in Schedule E of the Motorsports Australia Manual are permitted). Tyres specifically designed for competition are not permitted.
- (f) Laminated screens are not compulsory.
- (g) All vehicles must have an operable starter fitted, which must start the engine by the use of the starter and by no other means.
- (h) All vehicles must have an operable reverse gear capable of reversing the vehicle in all normal situations.
- (i) If not registered for use on public roads, have any steering column locking device removed.
- (j) All vehicles must be fitted with a fire extinguisher or fire extinguishing system in working order and of a type and capacity (at least 900g) as specified in Schedule H of the Motorsports Australia Manual and be securely mounted in a metal bracket.**
- (k) All vehicles must have on the external coachwork, a **blue triangle of sides 150mm**, which indicates the position of the battery.
- (l) Fuel to be used by cars competing will be restricted to **commercial fuel** as defined by Motorsports Australia – Schedule G of the Motorsports Australia Manual.
- (m) Competitors must use the competition number shown on the official list of entries.
- (n) All competition numbers must be removed (not covered) before the car leaves the circuit and may not be affixed to the car prior to arrival. This does not apply to cars being carried on a trailer.

- (o) The Organisers reserve the right to reject any vehicle which is not presented in a clean and tidy condition.
- (p) Advertisements may be displayed on cars subject to Schedule K of the Motorsport Australia Manual.
- (q) Roll bars are not required but is most strongly recommended that they be used in open cars (all Roll bars if fitted should comply with **Schedule J of Motorsports Australia Manual**)
- (r) Vehicles may be changed if Clerk of Course is notified before 9.00am on the day of racing.

## 8. PENALTIES

- (a) Jumping start line ----- **NO RUN**
- (b) Hitting a cone ----- **NO RUN**
- (c) Hitting a Bollard ----- **5 SECONDS ADDED TO TIME**

## 9. CLASSES.

Upto - 1500cc  
 1501cc - 2000cc  
 2001cc - 3000cc  
 Over - 3000cc  
 V8 Engined (if the V8 vehicle is under 4.8lt, it can be nominated over 3000cc class)  
 All 4WD's  
 Regularity – (Most consistent time) Driver cannot be dual entered in another Class

**NB:** Engine capacity will be calculated by the following formula:  
 Rotary engines = x1.8  
 Supercharged engines = x1.7 (including Turbo charged)

## 9. AWARDS:

First in each Class Trophy  
 First Outright/ Fastest Time of the Day Trophy

The Organisers reserve the right to vary or make additional awards.  
 To be eligible for Series Awards, you must compete in three quarters of the Series.

## 10. ABANDONMENT AND POSTPONEMENT

The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR.

## 11. PROTESTS

Protests will only be accepted if lodged accordance with the NCR.

## 12. SMOKING

Smoking (which includes e-cigarettes and “vaping”) and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

## 13. INTEGRITY

Motorsport Australia’s National Integrity Framework and any associated policy (including the Australian Anti-Doping Policy, Motorsport Australia’s Illicit Drugs in Sport (Safety Testing) Policy, the Motorsport Australia Alcohol Policy), apply to any activity authorised by Motorsport Australia as published at [www.motorsport.org.au](http://www.motorsport.org.au).

Any Participant including the holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.

Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.



## 14. GENERAL

- (a) Any person who drives whilst under the influence of liquor or drugs or with prescribed concentration of alcohol in blood is guilty of an offence and is liable to a penalty of penalty units or imprisonment. REF: Transport Operations (Road Use Management) Act 1995 –Part 3 Driving of Vehicles
- (b) A speed limit of 10 kph will apply to all areas other than the racing surface. Competitors may be excluded for exceeding this limit.
- (c) The Starting and Timing areas shall be out of bounds to all except those in an Official capacity. Competitor's times will be displayed in an area of convenience.
- (d) All tender vehicles, trailers and non-competing cars must be removed from the pit area and official vehicle area as soon as they are unloaded. Unloading must take place immediately on arrival.
- (e) It is a condition of entry that competitors agree to pay all costs incurred by Townsville City Autosports Club Inc. for damage caused by the competitor to fixtures and equipment and the use of fire fighting equipment on their cars.
- (f) Unauthorised persons shall not be permitted within the track area, or in the case of an accident, at the scene of it.
- (g) Any person observed "practicing" or engaging in behaviour detrimental to the motor sport, the organising club or the event itself prior to, or during, the event may be charged with a Breach of the Rules and penalised including being excluded from the event and the entry fees being forfeited.
- (h) Competitors are also reminded of their responsibility for the actions of their service crew and any other person connected with the entry, see back of Entry Form.

### 14. Compliance with Instruction

Failure to follow the direction of any Official of the Event may render a competitor liable to exclusion from the Event.

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## GENERAL INFORMATION

The following information does not form part of the Supplementary Regulations:

Fuel is available at the "Walkabout Palms" Roadhouse 24hr Mobile Service Station approximately 6km from the course.

Food and drinks may be available at the course.

The Organisers would appreciate everyone staying on for the presentations and help from drivers in cleaning up after the event. Please ensure no rubbish is left behind when you leave the Event.





# TOWNSVILLE CITY AUTOSPORTS CLUB Inc.

P.O. Box 1090 Hyde Park 4812

ABN: 16 507 002 943

Date Received: / /20

Third Party Ext:  Paid:

Scrutineered:  Passed:

## OFFICIAL ENTRY FORM

**EVENT:** Mt Stuart Hillclimb

**PERMIT No:**

**DATE:** ...../...../20.....

Held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsports Australia

### COMPETITOR DETAILS

Name: .....  
Address: ..... Postcode: .....  
Club Member of: ..... Membership No: ..... Exp Date: / /20  
Phone: Day: ..... Motorsports Australia Licence No: ..... Exp Date: / /20  
Night: ..... Civil Licence No: ..... Exp Date: / /20  
Emergency Contact/Number: .....

### DRIVER (please include given name) (not AS ABOVE)

Name: .....  
Address: ..... Postcode: .....  
E-mail Address: .....  
Club Member of: ..... Membership No: ..... Exp Date: / /20  
Phone: Day: ..... Motorsports Australia Licence No: ..... Exp Date: / /20  
Night: ..... Civil Licence No: ..... Exp Date: / /20  
Emergency Contact/Number: .....

### DESCRIPTION OF CAR (as applicable)

<u>Make:</u>	<u>Model:</u>	<u>Body Type:</u>	<u>Year:</u>	<u>Capacity:</u>
<u>Reg No.:</u>	<u>4WD:- YES/NO</u>	<u>Class:</u>	<u>Colour</u>	<u>Turbo-S/Charged Yes/No</u>

Third Party Extension Insurance Company:..... Receipt No:.....

(Old Registered Vehicles Only)

## RISK WARNING, DISCLAIMER AND INDEMNITY

**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 will and agree to:

- 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 including but not only COVID-19;
  - 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,
- any claim for any costs and expenses I may incur as a consequence of any of the above;
- 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 their 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:**

a. "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;

b. "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, service crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels,
- shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- 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.

**COVID 19 DECELARATION**

I declare that I:

- Have not tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;
- am not currently experiencing any symptoms of COVID-19;

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event. I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken. I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

**DECLARATION**

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times.

The information I have entered into this form is true and correct and I will advise Motorsport Australia 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.

Person	Signature	Name	Date
Competitor			
Witness			
Driver			
Witness			

*For persons under the age of 18 years the following parent/guardian consent must be completed.*

**PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD**

I ..... of [Address] ..... am the parent/guardian\* of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the minor. I consent to the minor attending/participating in\* the event at his/her own risk.

\* Delete whichever does not apply

Signed..... Date.....  
Parent/Guardian\*

Witness..... Date: .....

Name and address of witness: .....

## PIT/SERVICE CREWS' SIGN ON SHEET

### VEHICLE/S BEING SERVICED:

**I acknowledge** that I am a member of the Pit/Service Crew for car number/s..... driven by:

DRIVER:		DRIVER:	
MAKE:		MAKE:	
REGISTRATION No.:		REGISTRATION No.:	

## SERVICE CREWS SIGN ON SHEET

In exchange for being able to attend or participate in the event, **I agree:**

- to release Confederation of Australian Motor Sport Ltd ("Motorsports Australia ") and Australian Motor Sport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("**harm**") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law;
- that Motorsports Australia and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- to attend or participate in the event at my own risk.

**I acknowledge that:**

- the risks associated with attending or participating in the event include the risk that I may suffer harm as a result of:
  - motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - 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 the safety of persons or property at the event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.

**I accept** the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by Motorsports Australia and the Associated Entities.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the Motorsports Australia Personal Accident Scheme.

	Name	Address	Signature	Initials	Licence No.
1					
2					
3					
4					
5					
6					

## RESPONSIBILITY OF COMPETITOR / DRIVER

I have read the Supplementary Regulations and I accept the responsibility for the conduct of the service crews noted above during the event. (See NCR 144)

**ENTRANT'S NAME:** ..... **SIGNATURE:** .....

### EVENT PAYMENT

I/we enclose Cheque/Cash /Direct Deposit for;      **ENTRY FEE:**      \$.....

(NB: cheques/money orders to be made payable to  
Townsville City Autosports Club Inc. ABN 16 507 002 943)

**TOTAL:**      \$.....

**DIRECT DEPOSIT RECEIPT NUMBER:**      .....

Banking details for direct deposit into club Account

**BSB:-      633000**  
**A/C      160540936**  
**A/C Name:-      Townsville City Autosports Club Inc.**

# 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**

**DRIVER 1 NAME**

**DRIVER 1 SIGNATURE**

**DRIVER 2, CO-DRIVER OR NAVIGATOR NAME**

**DRIVER 2, CO-DRIVER OR NAVIGATOR SIGNATURE**

### 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.

**SIGNATURE**

**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	