

ULTIMATE **MOTORSPORT** EVENTS



PRESENTS

2020 Willunga Hillclimb



Sunday
13th December 2020
Supplementary Regulations



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1 EVENT SUMMARY

Article 1.1 - EVENT SUMMARY

THESE REGULATIONS ARE TO BE READ IN CONJUNCTION WITH THE CURRENT MOTORSPORT AUSTRALIA MANUAL OF MOTOR SPORT AND ANY FURTHER REGULATIONS, BULLETINS OR INSTRUCTIONS ISSUED BY THE ORGANISERS.

- 1.1.1 The event will be held under the FIA International Sporting Code including Appendices, the National Competition Rules of Motorsport Australia, the Speed Event Standing Regulations, the Motorsport Australia Passenger Ride Activity Policy, these Supplementary Regulations, Further Regulations and any Bulletins or Instructions to competitors that may be issued.
- 1.1.2 Where there is any divergence between the current Motorsport Australia Manual of Motor Sport and these Event Supplementary Regulations, the current Motorsport Australia Manual of Motor Sport will take precedence.
- 1.1.3 This event will be conducted under and in accordance with any or all of the current Motorsport Australia COVID-19 Return to Race strategy requirements at the time of this event.
- 1.1.4 The 2020 **WILLUNGA Hillclimb**, hereinafter referred to as 'the event'
 - Will use electronic timing to 0.01 second.
 - Is approved to run by Motorsport Australia.
 - Will be a standalone Multi-club Hillclimb event, and open to all Motorsport Australia affiliated car clubs. Single event membership to the Southern Districts Car Club is also available, contact the Event Secretary for details.
 - The event is open to all vehicles that comply with Schedules A and B of the current Motorsport Australia Manual of Motor Sport. Category 1 vehicles are not permitted.
- 1.1.5 The Motorsport Australia Permit Number authorising the event is 520/1312/01
- 1.1.6 The Event will be approximately 2.69km long per heat with a minimum of 3 runs per car.
- 1.1.7 Crews involved in accidents resulting in property damage are advised that they may be required to pay up to the first \$1000 of any claim to rectify such property damage. 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.

Article 1.2 Sponsor/Official Rides:

During Breaks between competitive activities EVENT SPONSOR and EVENT OFFICIAL Appreciation rides may take place.

- 1.2.1 Participation in these activities will be by **invitation only** from the Event Organisers. All relevant Documentation relating to Passenger in Vehicle Experiences is to be completed by **ALL** Drivers and **ALL** Passengers prior to the activity commencing. 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 and inline with the Motor Sport Australia Return to Race strategies.
- 1.2.2 Minimum Licence requirement for the Driver is Clubman Rally (CR) and current civil drivers licence.
- 1.2.3 Drivers are to be briefed separately to the Event Drivers Briefing and prior to the Activity commencing
- 1.2.4 Passengers are to be briefed immediately before the activity commences.
- 1.2.5 Only vehicles that comply to Schedule R of the current Motorsport Australia Manual of Motor Sport,

“General Requirements for Rally Cars” are eligible for Sponsor/Official ride activities

- 1.2.6 Vehicles must complete Scrutiny prior to the activity commencing.
- 1.2.7 Clothing and Apparel requirements for this activity is as per Article 6.1.2 of these Supplementary Regulations

2 EVENT PROGRAM

2.1 - EVENT PROGRAM

<u>Entries Open</u> On Publication of these Supplementary Regulations			Hillclimb Office
Wednesday	2nd Dec 2020 2000 hrs	Final Entries Close	Hillclimb Office
Friday	4th Dec 2020 2100 hrs	List of entries published	www.ume.cool
Thursday	10th Dec 2020 1800 hrs	Scrutineering and Documentation (includes Distribution of Door Panels and Sponsors Advertising)	Aldom Motor Body Builders 290 Cormack Rd, Wingfield SA 5013
Sunday	13th Dec 2020 0700-0845 hrs	Scrutineering and Documentation (Includes distribution of Door Panels and Sponsor Advertising)	Willunga Recreation Park Oval Grounds
	0700hrs	Service Park Opens	
	0700hrs	Headquarters Opens	
	0900hrs	Drivers Briefing	Old Willunga Court House grounds opposite the start line.
	0930hrs	First Car Expected to Start	
	1730hrs	Last Car Expected to Finish	
	1830hrs	Presentation	Old Bush Inn, Willunga

3 EVENT OFFICE DETAILS

Article 3.1 - EVENT OFFICE DETAILS

<p>MEDIA ENQUIRIES</p>	<p>Andrew Admiraal</p> <p>Telephone: 0403 116 400 Email: andrew@ume.cool</p>
<p>CORRESPONDENCE:</p>	<p>Address all correspondence to:</p> <p>The Event Secretary Willunga Hillclimb PO Box 10213 Adelaide BC SA 5000ne: 0416 924 597</p> <p>Email: secretary@ume.cool</p> <p>No responsibility will be accepted by the organisers for any correspondence lost or sent to any other address</p>
<p>EVENT OFFICE</p>	<p>Hours of operation:</p> <p>Prior to the event by appointment at:</p> <p>Advised by Event Secretary TBA</p> <p>Ph 0409 817 363</p> <p>During the event at the Secretary Caravan Start line</p> <p>Sunday 13th December 2020 0900 hrs – 1830 hrs</p>
<p>OFFICIAL NOTICE BOARD:</p>	<p>The Notice Board will be in operation at scrutiny during documentation.</p> <p>The Notice Board will be in operation at the Event Headquarters.</p>

4 ORGANISATION

Article 4.1 - ORGANISATION

4.1.1 ORGANISATION AND PROMOTION

- This event will be conducted under and in accordance with Motorsport Australia OH&S and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au
- The organiser and promoter of the Willunga Hillclimb to be run on 13th December 2020 is Ultimate Motorsport Events.

4.1.2 OFFICIALS OF THE EVENT

Motorsport Australia Chief Steward of the Meeting	David Stimson
Motorsport Australia Stewards of the Meeting	TBA

4.1.3 ORGANISING COMMITTEE

Event Manager	Andrew Admiraal andrew@ume.cool 0403 116 400
Clerk of Course	Michael Clements michael@ume.cool 0418 804 105
Assistant Clerk of Course	Malcolm Cox 0417 297 623
Assistant Clerk of Course	Darryl Power 0412 808 099
Secretary	June Bunker-Marratt secretary@ume.cool 0409 817 363
Assistant Secretary	Darryl Power 0413 808 099
Results Manager	Garry Searle garry@justimagine.com.au
Chief Scrutineer	Micheal Workman mick.workman@bigpond.com 0433 226 177
Officials Coordinator	Daniel Claridge ninjazizmosis@internode.on.net 0433 441 282

5 JUDGES OF FACT

Article 5.1 - JUDGES OF FACT

In accordance with NCR 181 the following officials are deemed to be Judges of Fact

- Officials of the event are deemed to be Judges of Fact of the following
 - Not wearing seat belt, helmet or safety clothing
 - Service Park infringements
 - Shortcutting the course

- Scrutineers are deemed to be Judges of Fact of the following:
 - Vehicle in un-roadworthy condition
 - Oil leaking from vehicles
 - Vehicle with accident damage
 - Weight of a vehicle
 - Eligibility of Vehicles
 - Driver Apparel

- Medical Officers are deemed to be Judges of Fact of the Medical condition of
 - Any crew member or team member.

- Speed Monitoring Officials using suitable equipment are deemed to be Judges of Fact to the Speed of a competing vehicle or service vehicle.

6 COMPETITOR ELIGIBILITY

Article 6.1 - COMPETITOR ELIGIBILITY

6.1.1 Licences:

The driver shall hold, as a minimum, a current Motorsport Australia Level 2S, Level 2SJ Licence or equivalent 'Single Event' Licence (L2SE). Single event Licence application forms are available from the event organisers and can be completed prior to the events close of entries. Minimum age for competitors is 16.

6.1.2 Clothing and Apparel:

6.1.2.1 Safety helmets, as to AS1698 standard (or otherwise to the standard listed in Schedule D of the current Motorsport Australia Manual of Motor Sport) are mandatory.

6.1.2.2 Clothing of a non-flammable material shall extend from neck to wrist and ankle. Shoes with a leather upper or of a better standard (e.g. racing shoes to FIA standard) must be worn.

6.1.2.3 All open Sports and Racing Car drivers must wear goggles or a visor to AS 1609/1981. Goggles with glass lenses, whether laminated or not are unacceptable.

6.1.2.4 Driving suits and gloves are encouraged but are not mandatory. All apparel shall be in accordance with Schedule D of the current Motorsport Australia Manual of Motor Sport.

The Organisers reserve the right to review and exclude any driver who has been identified in the past or during the event in any officially observed incidents that bring the sport into disrepute, either prior or during the event. The organisers reserve the right to refuse entry to anyone who harasses or threatens any member of the event or previous events.

Any competitor found driving Old Willunga Hill road at high speed or on the wrong side of the road prior to the running of the event will be excluded from the event.

7 VEHICLE ELIGIBILITY

Article 7.1 - VEHICLE ELIGIBILITY

Entries will be accepted for the following classes

Standard Road Registered Cars

0-1600cc
 1600cc-2000cc
 2000cc-4000cc
 4000cc and over
 4WD Production Vehicles

Standard Road Cars must run on commercial tyres not road legal semi slicks.
 Standard Road Cars must have standard turbo and intercooler.
 Standard Road Cars will not have a roll cage or canister suspension.
 Standard Road Cars will have the same number of seats as standard, and a complete dash board.
 Standard Road Cars must run on fuel rated no higher than 98 octane.

Modified Vehicles (Modified Registered Vehicles etc.)

0-1600cc
 1600cc-2000cc
 2000cc-4000cc
 4000cc and over
 4WD up to 3500cc
 4WD over 3500cc

Modified Vehicles can use semi slicks (legal for road use) but not racing slicks
 Can use different turbo and intercooler.
 Can have half cage or hoops behind the driver's head

Race/Rally/Drift Cars (this class now requires dedicated competition vehicles to be Registered Vehicles*) this

0-1600cc
 1600-2000cc
 2000cc-4000cc
 4000cc and over
 4WD up to 3500cc
 4WD over 3500cc

Race/Rally/Drift Cars can use semi slicks (legal for road use) but **not** racing slicks
 Covers any Vehicle with a full roll cage.
 Car can be driven on a permit.

****due to SA Police and SA Department for Infrastructure and Transport directive***

Hybrid Vehicles

Electric Vehicles

In the case of insufficient entries in any class, i.e. fewer than 3, the class may be amalgamated with the next highest class in the same group (i.e. the class above).

All competing vehicles must comply with **SCHEDULE A** and **SCHEDULE B** of the current Motorsport Australia Manual of Motor Sport

Cars are expected to be noise tested by the City of Onkaparinga Council during the event. Please ensure your vehicle is suitably muffled and adheres to the Motorsport Australia Noise Regulations.

All competing vehicles shall carry a properly affixed Fire Extinguisher complying with the provisions of Schedule H of the current Motorsport Australia Manual of Motor Sport. Vehicles must be adequately muffled to comply with noise restrictions.

Tyre Warmers are **prohibited** at this event.

8 DRUGS IN MOTORSPORT

Article 8.1 - ALCOHOL, DRUGS AND OTHER SUBSTANCES

- 8.1.1 All Competitors and Service Crew Members are reminded of the Motorsport Australia Anti-Doping policy in the Current Motorsport Australia Manual of Motor Sport (General Regulations).
- 8.1.2 Any holder of a Motorsport Australia '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 Motorsport Australia Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy as published on the Motorsport Australia website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a Motorsport Australia 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Standard Operating Procedure for Breath Alcohol Testing.

9 RUNNING OF THE EVENT

Article 9.1 - RUNNING OF THE EVENT

- 9.1.1 A electronic Drivers briefing will be emailed out to competitors. Please ensure you read it.
- 9.1.2 The Event will start at **0930** hrs on **Sunday 13th December 2020** and the last car will finish at approximately **1730** hrs.
- 9.1.3 Drivers deemed to have deliberately placed more than one wheel off the Tarmac in an attempt to short cut the course, will receive a penalty for each occurrence of 10 seconds added to their time.
- 9.1.4 Cars may start only at the discretion of the Clerk of Course, and a minimum of a 30 seconds will exist between each start.

10 CHANGES CREATED BY CIVIL AUTHORITIES

Article 10.1 - CHANGES CREATED BY CIVIL AUTHORITIES

- 10.1.1 These Regulations are issued subject to any provisions made mandatory for the conduct of the event by the relevant civil authorities between the date of issue of these Regulations and the conduct of the event.

11 ENTRY DETAILS**Article 11.1 - ENTRY DETAILS**

11.1.1

Completed entries to be performed **online** with the appropriate fee **(as prescribed in Article 11.1.2 of these Regulations)** being direct deposited into the event bank account nominated on the entry form with a receipt being emailed to:

secretary@ume.cool

Bank Account Details:

Ultimate Motorsport Events

BSB: 065000

Acc No: 1145 9539

Or a cheque or money order can be mailed to:

**The Event Secretary
2020 Willunga Hillclimb
PO Box 10213
Adelaide BC, SA, 5000**

Cheques & Money Orders are to be made payable to the **Ultimate Motorsport Events.**

11.1.2 The entry fee for the Event is fixed as follows:

- **Final Entries received before 2000 hrs Wednesday 2nd December 2020**
\$270 inc GST

All Withdrawal's must be in writing to event Secretary
Withdrawal after the close of Final entries will forfeit entry fee paid.
Withdrawals before close of entries will receive 75% of their entry fee returned.
Registered Vehicles can be double driver entries.***

The entry fee includes –

Motorsport Australia Permit Fee & Motorsport Australia Insurance Levy
One Service crew registration (1 cars + 4 crew)

11.1.3

The organisers reserve the right to cancel or postpone the event in accordance with NCR 59 of the current Motorsport Australia Manual of Motor Sport, should the number of entries be less than 75 or due to circumstances which result in force majeure. Maximum limit of entries is 130. If the maximum number of entries is received, then a reserve list will be formulated. Entries will be accepted in order of receipt of completed entry forms with correct money.

12 SERVICE AND RE-FUELLING

Article 12.1 - PIT AREA AND RE-FUELING

- 12.1.1 Re-fuelling can ONLY be carried out within the re-fuel zone within the pit area by the driver or service crews or the Caltex fuel station on Main Road Willunga. No refuelling is to be done in the Main Street of Willunga.
- 12.1.2 The speed of cars in the service park must not exceed 10km/h; offenders will be reported to the Stewards of the Event, who will decide on a penalty.
- 12.1.3 Fuel shall be in accordance with Schedule G of the current Motorsport Australia Manual of Motor Sport.

13 DOCUMENTATION AND SCRUTINY

Article 13.1 - DOCUMENTATION AND SCRUTINY

- 13.1.1 Documentation will be available during the following times and must be completed prior to presentation of that vehicle for scrutiny – 1800 hrs to 2100hrs on Thursday 10th December 2020 at Aldom Motor Body Builders or Sunday 13th December 0700hrs to 0830hrs at Willunga Recreation Park Oval Grounds.
- 13.1.2 Vehicles must be presented for scrutiny either 1830 hrs to 2100hrs on Thursday 10th December 2020 at Aldom Motor Body Builders or Sunday 13th December 0700hrs to 0830hrs at Willunga Recreation Park Oval Grounds. Vehicles are required to be presented to the scrutineers in a clean state with no significant oil leaks.
- 13.1.3 Documents to be presented at documentation include:
 - Motorsport Australia Competition Licence
 - Motorsport Australia Automobile Log Book (if the vehicle has one)
 - Motorsport Australia Affiliated Club Membership Cards
 - Registration/Permit papers for road registered cars.
 - Civil Drivers Licence.

All documents presented must be current & not expire over the duration of the event.

- 13.1.4 The Driver **MUST** be present at documentation.
- 13.1.5 Any competitor who fails to meet vehicle re-presentation requirements as directed will be refused permission to start the event. Entries may be refused in accordance with NCR 83 of the current Motorsport Australia Manual of Motor Sport.

14 PROTESTS

Article 14.1 - PROTESTS

- 14.1.1 Protests, if any, must be lodged in accordance with Part XII of the NCR. Protests relating to the eligibility of an automobile shall be made within 30 minutes of the completion of the competition activities.

15 RESULTS**Article 15.1 - RESULTS**

15.1.1 Where a driver has stopped or has been slowed during a heat to render assistance to another crew after an accident or slowed due to a car on the racing line, then that crew will be given a re-run at the most convenient time at the Clerk of Courses discretion.

15.1.2 Final Results will be posted on the Ultimate Motorsport Events / Willunga Hillclimb web-site: www.ume.cool on Friday 18th December 2020

16 AWARDS**Article 16.1 - AWARDS**

16.1.1 The Trophy Presentation will be held on Sunday 13th December 2020 at the Old Bush Inn, Willunga at 1830hrs

Outright Placing's for 4WD and 2WD based on the accumulated times

1 st Outright	Trophy
2 nd Outright	Trophy
3 rd Outright	Trophy

Fastest Heat Time

Outright	Trophy
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Class Awards

1st in class

The organisers reserve the right to add classes.

17 PENALTIES

Offence	Start Refused	Exclusion	Penalty		
			Time	Monetary	Stewards' Decision
ENTRY FEES Entry Fee not paid in full	⚙️				
SERVICING Servicing or Refuelling in a prohibited area				⚙️	⚙️
Speeding in Pit Area				⚙️	⚙️
DOCUMENTATION Failure of driver to be present and complete documentation	⚙️				
Failure to re-present for scrutiny/documentation, if required	⚙️				
Failure to present to Documentation & Scrutiny at appointed time	Will join end of queue			⚙️	⚙️
Failure to advise of non-attendance at documentation & scrutiny				⚙️	⚙️
START Failure of driver to be present at competitors' briefing	⚙️			⚙️	⚙️
SHORTCUTTING THE COURSE			10 seconds per occurrence		

ENTRY FORM & FEES CHECKLIST - PLEASE RETURN WITH ENTRY FORM

FINAL ENTRIES RECEIVED BEFORE 2000 HRS ON WEDNESDAY 2ND DECEMBER 2020		\$270.00
MOTORSPORT AUSTRALIA LICENCES L2S LICENCE RENEWALS VIA THE MOTORSPORT AUSTRALIA WEBSITE WWW.MOTORSPORT.ORG.AU		
SOUTHERN DISTRICTS CAR CLUB MEMBERSHIP	SINGLE \$70, FAMILY \$90, EVENT MEMBERSHIP \$30	
TOTAL		\$
COMPLETED ENTRY FORM		YES / NO
COMPLETED CREW DISCLAIMERS		YES / NO
RECEIPT REQUIRED		YES / NO



18 ENTRY FORM

2020 Willunga Hillclimb

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

VEHICLE NUMBER

COMPETITOR 1

Name:

Address:

Mobile

Motorsport Australia Licence Number:

Expiry Date:

DRIVER:

Name:

Date of Birth:

Address:

Telephone: (mobile)

(hm)

(wk)

Email:

Civil Licence Number:

Club:

Club Member No:

Motorsport Australia Licence: Number:

Type:

Expiry Date:

Emergency contact Person:

Mobile:

Emergency contact Person:

Mobile:



COMPETITOR 2		
Name:		
Address:		
Mobile	Motorsport Australia Licence Number:	Expiry Date:
DRIVER:		
Name:		Date of Birth:
Address:		
Telephone: (mobile)	(hm)	(wk)
Email:		
Civil Licence Number:	Club:	Club Member No:
Motorsport Australia Licence: Number:	Type:	Expiry Date:
Emergency contact Person:	Mobile:	
Emergency contact Person:	Mobile:	

VEHICLE *				
Make		Model		Year
Class		Drive	2WD / 4WD	Colour
Capacity	cc	Turbo/Supercharged	Yes / No	
Modifications				
History of Car				

* **Please note:** This information, in conjunction with scrutineering, will be used to place your vehicle into a class for results. Please provide any information which will affect the class your vehicle runs in.

Version – October 2020

(For competitors and drivers in all competitions. This disclaimer must appear on all entry forms for every competition- competitor is defined as the legal owner of the car)



RISK WARNING AND ASSUMPTION OF RISK

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 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 Motor Sport 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 Motor Sport 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;
- to be bound to the rules, regulations and policies of the Entities; 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 Motorsport Australia and the Entities as the supplier of Motor Sport Activities / Recreational Services;
- nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia 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 Motorsport Australia 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 Motorsport Australia 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 Motorsport Australia and the Entities for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Further information about your rights can be found at www.ocba.sa.gov.au

DEFINITIONS:

a. 'Motorsport Australia' means the Confederation of Australian Motor Sport Ltd.

b. 'Claim' means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does not include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;

c. 'Entities' means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insured listed in Motorsport Australia' public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.

d. 'Motor Sport Activities' means any motor sport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers by Motorsport Australia or otherwise under the responsibility / control of 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.



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

Further information about your rights can be found at www.ocba.sa.gov.au

DEFINITIONS

- "Motorsport Australia" 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 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 insured listed in Motorsport Australia' 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 Motorsport Australia regulates or administers by Motorsport Australia or otherwise under the responsibility / control of 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.



DECLARATION Comp 1

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by Motorsport Australia and the Entities. I agree to comply with all policies, rules, regulations and directions of Motorsport Australia 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:

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

DECLARATION Comp 2

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by Motorsport Australia and the Entities. I agree to comply with all policies, rules, regulations and directions of Motorsport Australia 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:

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

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

PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

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

** Delete whichever does not apply*

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

