



2020 STANDARD SUPPLEMENTARY REGULATIONS MULTI-CLUB KHANACROSS

1. The Event will be held under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia, the Motorsport Australia National Khanacross Code, the Motorsport Australia Motor Sport Passenger Ride Activity Policy, Supplementary Regulations and any Further Regulations which may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au www.motorsport.org.au

2. ORGANISING CLUB: Bathurst Light Car Club – PO BOX 444 Bathurst NSW 2795

PERMIT NO: **220/0504/06**

3. NAME OF EVENT: April Khanacross

4. TYPE OF EVENT: **Multi-Club Khanacross**

5. DATE: 5th April 2020

6. VENUE: John Windsor Motorsport Park, "The Quarry", College Road, Mt Panorama

7. TYPE OF SURFACE: Gravel

8. TESTS: One attempt at each test in each direction as per the Motorsport Australia Khanacross Regulations.

9. INVITED CLUBS: Any Motorsport Australia affiliated Car Club

10. CLERK OF THE COURSE: Bob Lundie-Jenkins ID # 1508198 Telephone – 0434318148

11. COMPLIANCE CHECKER: N/A 12. EVENT SECRETARY: Christine Wells ID # 9908075

13. STEWARDS: N/A 14. CHIEF SCRUTINEER: Matthew Windsor ID # 884675

15. ENTRIES OPEN: Upon approval of these Regulations ENTRIES CLOSE: 5th April 2020

SUBMIT TO EVENT SECRETARY ON THE DAY: \$45.00 Senior \$25.00 Junior

Cheques/money orders should be made payable to: Bathurst Light Car Club. **PAYMENT TO BE MADE ON THE DAY**

16. MAXIMUM NUMBER OF COMPETITORS: 50 17. MAXIMUM ENTRIES PER VEHICLE: 4

18. STARTING TIME 9.30am 19. DRIVER'S BRIEFING 9.15am VENUE: Dummy Grid

20. SCRUTINEERING 8.30am VENUE: Dummy Grid

21. SCRUTINEERING - SPECIAL RESTRICTIONS:

- Competitors must be a financial member of a Motorsport Australia affiliated Car Club and produce a current, valid Membership Card Logbook (if issued) and current, valid Motorsport Australia 2NS/J or greater Competition Licence at Document check.
- Bathurst Light Car Club has elected to run their Khanacross Events as per Group 4K Khanacross code and schedule A of the current Motorsport Australia Manual. Unless specified in these regulations ALL VEHICLES must comply with Schedule A and Group 4k Khanacross code of the current Motorsport Australia Manual.
- A fire extinguisher of at least 900g capacity, complying with Schedule H of the current Motorsport Australia Manual (refer "General Requirements for Cars and Drivers") must be fitted.
- Fuel must be in accordance with Schedule G of the current Motorsport Australia Manual.

- 2wd Specials will include "Purpose Built Specials" as defined under group 4 K Regulations in the Auto Test section of the current Motorsport Australia Manual
 - 4wd vehicles must comply with "Production Cars" or MP class as specified in Group 4k Auto Test section of the current Motorsport Australia Manual.
 - Logbooks as issued by Motorsport Australia or BLCC **must** be presented at Scrutineering for each Event. A Club member can obtain a Club Logbook from the Event Secretary.
 - The Scrutineer will be the judge of fact in all matters relevant to vehicle eligibility and presentation.
22. APPAREL – All Drivers must wear an approved helmet, neck to wrist to ankle clothing together with suitable and appropriate footwear whilst competing as per Schedule D of the current Motorsport Australia Manual of Motor Sport. Helmets must be presented at Scrutiny.
23. CLASSES: As per Entry Form
24. PRIZES & TROPHIES: Khanacross Series Trophies, presented at annual Presentation Night.
25. The Motorsport Australia Permit will be displayed at the start of the Event.
26. The Organisers may refuse any entry without assigning a reason, in accordance with NCR 83 of the current Motorsport Australia manual
27. Entries will be accepted in order of receipt.
28. JUNIORS - Entries from Competitors under 18 years of age must be counter signed / consented to by a Parent or Guardian. Juniors under the age of 15 must have previously competed in at least two Motorkhana Events. In addition, Juniors under the age of 14 **must** be accompanied by an experienced Instructor who is over 18 and who holds both a Motorsport Australia and civil Drivers licence and is approved by the Clerk of the Course.
29. INSURANCE
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" www.motorsport.org.au.
30. The Organisers may cancel, alter, abandon or postpone the Event without assigning a reason in accordance with NCR 59 of the current Motorsport Australia manual.
31. Protests, if any, must be lodged in accordance with Part XII of the current Motorsport Australia Manual.
32. **Safe Working Conditions – SAFETY 1ST**
This Meeting will be conducted in accordance with the Motorsport Australia Occupational Health and Safety Policy, which is available to be viewed at www.motorsport.org.au" www.motorsport.org.au. Competitors are reminded that they are responsible for the working conditions of their associated personnel at all times and must ensure that all applicable safe working conditions are met.
33. Food and drinks are available at the venue
34. ALCOHOL, DRUGS AND OTHER SUBSTANCES
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.
35. PASSENGERS AS INSTRUCTORS ONLY
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.



ENTRY FORM BATHURST LIGHT CAR CLUB



PO BOX 444 BATHURST NSW 2795

ACN 000 161 133 ABN 66 000 133

email events@blcc.com.au

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

EVENT: April Khanacross

Permit No: 220/0504/06

DATE: 5th April 2020

COMPETITOR (Car owner) DETAILS

Name: _____ MOTORSPORT AUST. License No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact and Number _____

DRIVER DETAILS

Date of birth (if under 18): _____

Name: _____ MOTORSPORT AUST. License No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact and Number _____

VEHICLE DETAILS

Make: _____ Year: _____ Model: _____

Preferred Competition No: _____ Capacity: _____ Body Type: _____

KHANACROSS CLASSES

2 wheel drive

Classes A, B, C 0 - 2000 cc Class G 4wd production

Classes D, E 2000cc and above Class MP 2wd and 4wd

Class F Specials Class H SXS vehicles

Payment method- Cheque Money order Direct deposit Cash

Cheques/money orders should be made payable to: Bathurst Light Car Club Ltd.

ENTRY FORM AND PAYMENT TO BE SUBMITTED AT THE EVENT ON THE 5th April 2020

RISK WARNING, DISCLAIMER AND INDEMNITY (GENERAL USE)

Name:	Date: 5 th April 2020
Organiser: BLCC	Event: April Khanacross

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.

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 & 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 the 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. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an 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 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 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.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.

DECLARATION

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

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Person	Signature	Name	Date
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: