



2021 SUPPLEMENTARY REGULATIONS JANUARY CLUB MOTORKHANA

The Event will be conducted under FIA International Sporting Code including Appendices and the Motorsport Australia National Competition Rules (NCR). The Motorsport Australia National Motorkhana Code, the NSW Motorkhana Addendum, this Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race strategy requirements, these 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.

1. **PROMOTER/ORGANISING CLUB:** Bathurst Light Car Club PO Box 444 Bathurst NSW 2795
PERMIT NUMBER: 221/3101/01
2. **NAME OF EVENT:** January Come N Try Motorkhana
3. **TYPE OF EVENT:** Club Motorkhana
4. **DATE:** 31st January 2021
6. **VENUE / LOCATION:** The John Windsor Motorsport Park, The Quarry, College Road, Bathurst
7. **TYPE OF SURFACE:** Gravel
8. **TESTS:** As per Motorsport Australia Motorkhana Manual
9. **INVITED CLUBS (WHERE APPLICABLE)** N/A
10. **CLERK OF THE COURSE:** Ces Evans *ID # 1100431 (Judge of Fact)*
ADDRESS: PO Box 444, Bathurst 2975
11. **COVID 19 OFFICIAL:** Scott Sims *ID # 9920319*
12. **SECRETARY:** Bob Lundie-Jenkins *ID # 1508198*
13. **STEWARD:** Non-Essential
14. **CHIEF SCRUTINEER:** Mathew Windsor *ID # 884675*
15. **ENTRIES OPEN:** Upon approval of these Regulations **ENTRIES CLOSE-** 9 am 31st January 2021
SUBMIT TO EVENT SECRETARY ON THE DAY: \$45.00 Senior/\$25.00 Junior & Come N Try
Cheques should be made payable to: Bathurst Light Car Club. **PAYMENT TO BE MADE ON THE DAY IN CASH/CHEQUE ONLY**

15.1. LICENCE REQUIREMENT: L2NS/J. Alternatively a Come and Try License (Level 1) can be purchased for \$25.00 from the Event Secretary by Drivers who have not previously held a Motorsport

Australia licence for the Non-Competitive section of the Event and who have not held a Come N Try License previously.

16. **MAXIMUM NUMBER OF COMPETITORS, SUPPORTERS AND OFFICIALS:** 70
17. **MAXIMUM ENTRIES PER VEHICLE:** 4 (must be related)
18. **STARTING TIME:** 9.30 am
19. **DRIVER'S BRIEFING TIME:** 9.15am
20. **SCRUTINY TIME:** 8.00am **VENUE:** The John Windsor Motorsport Park, The Quarry, College Rd, Bathurst
21. **SCRUTINY - SPECIAL RESTRICTIONS:**
 - All vehicles must comply with Schedule A and Group 4H of the current Motorsport Australia manual.
 - Approved helmets in accordance with Schedule D of the current Motorsport Australia Manual are to be worn by all competitors.
 - Safety webbing/wrist restraints are to be fitted to all Motorkhana specials and open wheel vehicles in a manner that will prevent Competitors' arms from protruding from vehicles in the event of an accident.
 - Fuel must be in accordance with Schedule G of the Current Motorsport Australia Manual.
 - Cars must be adequately muffled.
 - A valid Motorsport Australia Competition Licence and BLCC Club Membership must be presented at Document Check.
 - Drivers of vehicles to which no windscreen is fitted must wear adequate eye protection whilst competing.
 - Motorsport Australia Log Books, as issued by Motorsport Australia or BLCC Event Secretary, **must** be presented at Scrutineering for the Event.
22. **TYRES** – As per Motorsport Australia Group 4H Motorkhana Cars regulation and with the following tyres prohibited:
Winter Tread, Bar-Tread, Mud-and-snow, hand-cut patterns and any other tyres not designed for predominately highway use by registrable cars.
23. **CLASSES:** As per entry form.
24. **PRIZES AND TROPHIES:** Motorkhana Series Trophies, presented at annual Presentation Night. The compilation of the results and the application of penalties will be in accordance with the National Motorkhana Code and the NSW Motorkhana addendum.
25. The Motorsport Australia Permit will be displayed during the Event.
26. The Organisers reserve the right to refuse any entry without assigning a reason, in accordance with NCR 33 of the current Motorsport Australia Manual
27. Entries will be accepted in order of receipt.
28. Event Organisers reserve the right to cancel, abandon or postpone the Event in accordance with NCR 11 of the current Motorsport Australia Manual.
29. Entries from Competitors under 18 years of age must be counter signed/consented to by a Parent/Guardian.
30. 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.
31. Protests, if any, must be lodged in accordance with Part XII of the NCR 97.
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. 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. PASSENGERS – This Event will NOT include a Motor Sport Passenger Ride Activity (MSPRA). However, juniors may be accompanied by an adult instructor with a road license, provided that person has completed a Passenger Ride Entry Form.

35. 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.

36. COVID 19 DECLARATION AND RESTRICTIONS

A Covid 19 Venue Plan has been developed by the Bathurst Light Car Club for this event and it will be implemented and enforced by the Covid 19 Official on site. The plan is designed to keep ALL participants in the event safe at all times. ALL participants, competitors, supporters and officials, will be required to sign the Covid 19 Declaration on arrival at the venue providing their full name, address and contact number. While on site, ALL participants must comply with the safety signage placed throughout the venue and must practice hygiene practices in accord with the guidelines outlined in these signs.

DO NOT ATTEND THIS EVENT IF ANY OF THE FOLLOWING APPLY TO YOU:

- Experiencing a fever, cough, shortness of breath, fatigue, sore throat or lack of smell.
- Have travelled overseas in the past 14 days
- Have had contact with someone who has travelled overseas in the past 14 days.
- Have had contact with a person known to have had COVID - 19 in the past 14 days



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: January Come N Try Motorkhana **Permit No:** 221/3101/01 **DATE:** 31st January 2021

COMPETITOR (Car owner) DETAILS

Name: _____ Motorsport Australia license No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact/Number: _____

DRIVER DETAILS Date of birth (if under 18): _____

Name: _____ Motorsport Australia license No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact/Number: _____

VEHICLE DETAILS

Make: _____ Year: _____ Model: _____

Competition No: _____ Capacity: _____ Body Type: _____

MOTORKHANA CLASSES.

A- 2WD WB up to 2150mm D- 2WD WB 2575 mm and over

B- 2WD WB 2151 to 2390mm E- 4WD G- Rear wheel drive specials

C- 2WD WB 2391 to 2574mm F- Front wheel drive specials H- Come N Try

Payment method- Cheque Money order Cash

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

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

Name:	Date: 31st January 2021
Organiser: BLCC	Event: January Motorkhana

RISK WARNING AND ASSUMPTION OF RISK

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 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:

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..... Parent/Guardian* **Date:**

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

COVID 19 DECLARATION AND RESTRICTIONS

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- Experiencing a fever, cough, shortness of breath, fatigue, sore throat or lack of smell.
- Have travelled overseas in the past 14 days
- Have had contact with someone who has travelled overseas in the past 14 days.
- Have had contact with a person known to have had COVID - 19 in the past 14 days