2021 SUPPLEMENTARY REGULATIONS
NOVEMBER 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, Legal and Integrity 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: 221/2011/01

2. **NAME OF EVENT**: November Come N Try Motorkhana

3. **TYPE OF EVENT**: **Club Motorkhana**

4. **DATE:** 20th November 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 20th November 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: Speed/Speed Junior. Alternatively, a Come and Try License (Introductory Licence) 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 junior 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 unless a come and try license is purchased.
- 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 the NCR's 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 the NCR's 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 the NCR's.

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 may include a Motor Sport Passenger Ride Activity (MSPRA) involving juniors being accompanied by an adult instructor with a road license, provided that person has completed a Passenger Ride Entry Form.
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.

35. The holder of a Motorsport Australia *Licence* (or a *Licence* issued by another *ASN*) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at www.motorsport.org.au. Consumption of alcohol in the paddock, pits or any other *Reserved Area* is prohibited until all *Competition* is concluded each day. The holder of a Motorsport Australia *Licence* (or a *Licence* issued by another *ASN*) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at www.motorsport.org.au.

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 and all competitors will be required to complete an entry form which includes you completing the following declaration:

I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days;
- have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

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 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

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: November Come N Try Motorkhana **Permit No: 221/2011/01** **DATE: 20th November 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: 20th November 2021
Organiser: BLCC	Event: November 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. Acknowledgement of Risks I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are not limited to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

Exclusion of Liability, Release and Indemnity - In exchange for being able to attend or participate in the Motorsport Activities, I agree:

- to release Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
- my death;
- any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
- that is or may be harmful or disadvantageous to me or the community; or
- that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motorsport Activities;
- to indemnify and hold harmless and keep indemnified Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motorsport Activities at my own risk. I understand that:
- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities. Warning Applicable in Relation to Motorsport Activities Held in Victoria Warning Under The Australian Consumer Law and Fair Trading Act 2012: Under The Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier

under the Australian Consumer Law and Fair Trading Act 2012 if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. Note: I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012. Warning Applicable in Relation to Motorsport Activities Held in South Australia Under sections 60 and 61 of The Australian Consumer Law (SA), if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services.

Excluding, Restricting or Modifying My Rights: Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury. Important: I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. Agreement to exclude, restrict or modify my rights: I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au 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, pit 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.

Risk Warning, Disclaimer and Indemnity © Confederation of Australian Motor Sport Ltd. trading as Motorsport Australia 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 as a condition of continuing to hold a licence. The information I have entered into this form is true and correct and I will advise 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.

COVID 19 DECLARATION AND RESTRICTIONS

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I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days;

• have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
• have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

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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

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: .....