

# 2018 STANDARD SUPPLEMENTARY REGULATIONS MULTI-CLUB KHANACROSS

 The Event will be held under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of CAMS, the CAMS Khanacross Regulations, the NSW Khanacross Series Regulations, these Supplementary Regulations and any Further Regulations which may be issued.
 This Event will be conducted under and in accordance with CAMS OH&S and Risk Management Policies, which

can be found on the CAMS website at www.cams.com.au

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

PERMIT NO: 218/0306/03

3. NAME OF EVENT: June Khanacross

4. TYPE OF EVENT: Multi-Club Khanacross

5. DATE: 3<sup>rd</sup> June 2018

6. VENUE: "The Quarry", College Road, Mt Panorama

TYPE OF SURFACE: Gravel

8. TESTS: One attempt at each test in each direction

9. INVITED CLUBS: Any CAMS affiliated Car Club

10. CLERK OF THE COURSE: David Robinson CAMS ID: 888164 Mobile – 0408 402 729

11. COMPLIANCE CHECKER: N/A

12. EVENT SECRETARY: Bob Lundie-Jenkins CAMS ID 1508198

13. STEWARDS: Non-Essential

14. CHIEF SCRUTINEER: Matthew Windsor CAMS ID 884675

15. ENTRIES OPEN: Upon approval of these Regulations ENTRIES CLOSE- 3rd June 2018

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: 2

18. STARTING TIME: 9.30am

19. DRIVER'S BRIEFING: 9.15am VENUE: Dummy Grid

20. SCRUTINY: 8.30am VENUE: Dummy Grid

21. SCRUTINY - SPECIAL RESTRICTIONS:

• Competitors must be a financial member of a CAMS affiliated Car Club and produce a current, valid Membership Card and current, valid CAMS 2S/J or greater Competition Licence at Document check.

- Bathurst Light Car Club has elected to run their Khanacross events as per Group 4h Motorkhana code and schedule A of the current CAMS Manual. Unless specified in these regulations ALL VEHICLES must comply with Schedule A and Group 4H Motorkhana code of the current CAMS Manual.
- A fire extinguisher of at least 900g capacity, complying with Schedule H of the current CAMS Manual (refer "General Requirements for Cars and Drivers") must be fitted.
- Fuel must be in accordance with Schedule G of the current CAMS Manual.
- All vehicles, other than "Purpose Built Specials" as defined by Group 4H, must have front and rear bumper bars fitted as per the manufacturer
- 2wd Standard will be defined as a vehicle presented as manufactured with no modifications and may not use any Rally tyre or tyres marked "not for highway use" or "for competition use only" or use any other tyre not permitted under these Regulations.
- 2wd Modified will be vehicles that comply with "Production Cars" under the Group 4H Regulations in the Auto Test section of the current CAMS Manual.
- 2wd Specials will include "Purpose Built Specials" and "Production Based Specials" as defined under group 4
   H Regulations in the Auto Test section of the current CAMS Manual
- 4wd vehicles must comply with "Production Cars" as specified in Group 4H Auto Test section of the current CAMS Manual and may not use any Rally tyre or tyres marked "not for highway use" or "for competition use only".
- Unless permitted in these Supplementary Regulations, tyres listed under article 1.5 in group 4H Motorkhana code are not allowed. Commercially available light vehicle tyres, including those marked *LT* or *C* will be allowed provided these tyres are appropriately speed rated and the tread pattern is of a road pattern, not a winter tread or mud and snow pattern or of any other aggressive nature. Tyres listed under the CAMS production tyre list are eligible to be used regardless of tyre side wall markings."
- Vehicles competing in the 4wd class may use rally tyres or tyres marked "not for highway use",
   However if the entrant chooses to use these tyres they will not be eligible to gain points towards the
   Club championship and will not be listed in the results of the event. Vehicles using these tyres must
   pay the appropriate entry fee and still comply with all other relevant sections of these Supplementary
   Regulations.
- Log Books as issued by CAMS or BLCC <u>must</u> be presented at Scrutineering for each event. Club members can obtain a Club Log Book from the Event Secretary.
- The Scrutineer will be the judge of fact in all matters relevant to vehicle eligibility.
- 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 CAMS 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 CAMS 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 CAMS 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 <u>must</u> be accompanied by an experienced Instructor who is over 18 and who holds both a CAMS 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 CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at <a href="https://www.cams.com.au">www.cams.com.au</a>.

30. Public Risk Insurance has been affected by the Organisers.

- 31. The Organisers may cancel, alter, abandon or postpone the Event without assigning a reason in accordance with NCR 59 of the current CAMS manual.
- 32. Protests, if any, must be lodged in accordance with Part XII of the current CAMS Manual.

# 33. Safe Working Conditions - SAFETY 1ST

This Meeting will be conducted in accordance with the CAMS Occupational Health and Safety Policy, which is available to be viewed at <a href="www.cams.com.au">www.cams.com.au</a>. 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.

34. Food and drinks are available at venue

# 35. ALCOHOL, DRUGS AND OTHER SUBSTANCES

Any holder of a CAMS '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 CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS 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 CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

#### 36. 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 CAMS MSPRA Policy. Passengers are only allowed where their role is as an 'Instructor'.

- (a) A Briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.
- (b) Instructors must:
  - i. Be experienced and have the permission of the Clerk of Course. The suitability of the Passenger is at the discretion of the Clerk of Course.
  - ii. Wear the same protective gear as a Driver in accordance with Schedule D of the current CAMS Manual of Motor Sport.
  - iii. Be fitted and restrained as required for each Automobile with consideration for their physical attributes.
  - iv. Complete a Passenger Ride Entry Form and disclaimer.
  - v. Drivers must fill out a Passenger Ride Entry Form to ride as a Passenger.
- (c) Vehicles and Apparel used must pass Scrutiny.
- (d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS.



# ENTRY FORM BATHURST LIGHT CAR CLUB PO BOX 444 BATHURST NSW 2795 PHONE 02 6332 4662

PO BOX 444 BATHURST NSW 2795 PHONE 02 6332 4662 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 CAMS.

EVENT: Khanacross

	Permit No: 216		<u> </u>	
COMPETITOR (Car owner) DETA				
Name:	CAM	S License No: _		
Address:			Postcode: _	
Club:	Mem	nbership No:		
Email:	Home phone:			
DRIVER DETAILS Date of				
Name:	CAM	S License No: _		
Address:			Postcode: _	
Club:	Mem	nbership No:		
Email:	Home phone:			
VEHICLE DETAILS				
Make:	Year:	Model:		
Preferred Competition No:	Capacity:	Body Type: _		
KHANACROSS CLASSES				
Standard 0-1600cc	Modified 0-1600cc	• •	rally tyres)	<b>4wd production</b> Non Turbo
1601-2000cc	1601-2000cc	1601-2000cc		Turbo 🗌
Over 2000cc	Over 2000cc	Over 2000cc		Rally tyres
Payment method- Cheque	Money order	Direct depos	it Cas	h 🗌
Cheques/money orders should ENTRY FORM AND P	be made payable to: Bathurst AYMENT TO BE SUBMITTE	-		<sup>9</sup> JUNE 2018
EMERGENCY CONTACT DETA	ILS			
Name:			_ Relationship	p:
Emergency Contact Number:				

# RISK WARNING, DISCLAIMER AND INDEMNITY (GENERAL USE)

Name:	Date: 3 <sup>RD</sup> June 2018
Organiser: BLCC	Event: June Khanacross

# RISK WARNING, DISCLAIMER AND INDEMNITY

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 the 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;
  - 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 Motor Sport Activities, I agree:

- to release CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - a) my death;
  - b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - c) the contraction, aggravation or acceleration of a **disease**;
  - d) 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**:
    - i. that is or may be harmful or disadvantageous to me or the community; or
    - ii. 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** 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 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 the Entities as the supplier of the 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 CAMS insurance policy where I am
  expressly entitled to make a claim under that insurance policy; and
- CAMS have 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 CAMS 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 CAMS 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 <u>VICTORIA</u> 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 <u>SOUTH AUSTRALIA</u> 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 CAMS 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. "CAMS" means the Confederation of Australia 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 CAMS 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, CAMS affiliated clubs, state and territory governments and

insured listed in CAMS' 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 CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS:
- 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.

#### **DECLARATION**

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