



2019 STANDARD SUPPLEMENTARY REGULATIONS MULTI – CLUB MOTORKHANA

The Event will be conducted under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) CAMS. The CAMS National Motorkhana Code, the NSW Motorkhana Addendum, these Supplementary Regulations and any Further Regulations which may be issued. This Event will be conducted under and in accordance with CAMS OH&S, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at www.cams.com.au.

1. **PROMOTER/ORGANISING CLUB:** Bathurst Light Car Club PO Box 444 Bathurst NSW 2795
PERMIT NUMBER: 219/1002/07
2. **NAME OF EVENT:** February Motorkhana
3. **TYPE OF EVENT:** Multi-Club Motorkhana Incorporating a Come N Try Event
4. **DATE:** 10th February 2019
6. **VENUE / LOCATION:** The Quarry, College Road, Bathurst
7. **TYPE OF SURFACE:** Gravel
8. **TESTS:** As per CAMS Motorkhana Manual.
9. **INVITED CLUBS (WHERE APPLICABLE)** N/A
10. **CLERK OF THE COURSE:** Ces Evans CAMS ID 1100431 (Judge of Fact)
ADDRESS: PO Box 444, Bathurst 2975
11. **SAFETY CHECKER:** As per CAMS Safe Event package for Motorkhanas/Khanacross
12. **SECRETARY:** Bob Lundie-Jenkins CAMS ID 1508198
13. **STEWARD:** Non-Essential
14. **CHIEF SCRUTINEER:** Matthew Windsor CAMS ID 884675
15. **ENTRIES OPEN:** Upon approval of these Regulations **ENTRIES CLOSE-** 9 am 10th February 2019
SUBMIT TO EVENT SECRETARY ON THE DAY: \$45.00 Senior/\$25.00 Junior/\$25.00 **Come N Try Cheques/money orders** should be made payable to: Bathurst Light Car Club.
PAYMENT TO BE MADE ON THE DAY

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 CAMS licence for the Non-Competitive section of the Event.
16. **MAXIMUM NUMBER OF COMPETITORS:** 60
17. **MAXIMUM ENTRIES PER VEHICLE:** 2
18. **STARTING TIME:** 9.30 am
19. **DRIVER'S BRIEFING TIME:** 9.15am

20. SCRUTINY TIME: 8.30am **VENUE:** The Quarry, College Rd, Bathurst

21. SCRUTINY - SPECIAL RESTRICTIONS:

- All vehicles must comply with Schedule A and Group 4H of the current CAMS manual.
- Approved helmets in accordance with Schedule D of the current CAMS Manual are to be worn in **ALL** Specials and by all Junior Competitors aged between 12 and 18 years of age.
- Safety webbing/wrist restraints are to be fitted to all Motorkhana specials and open wheel vehicles in a Manner that will Pre-Event Competitors' arms from protruding from vehicles in the Event of an accident.
- Fuel must be in accordance with Schedule G of the Current CAMS Manual.
- Cars must be adequately muffled.
- A valid CAMS 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.
- CAMS Log Books, if issued by CAMS or BLCC Event Secretary, **must** be presented at Scrutineering for Each Event.

22. TYRES – As per CAMS 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 CAMS Permit will be displayed at the start of the Event.

26. The Organisers reserve the right to 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. Event Organisers reserve the right to cancel, abandon or postpone the Event in accordance with NCR 59 of the current CAMS 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 CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

31. Protests, if any, must be lodged in accordance with Part XII of the NCRs.

32. 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 www.cams.com.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 – Will only be permitted to compete with juniors (12-18 Years old) for instructional purposes. No Senior will be permitted to compete with a passenger. Passengers in Vehicles must not be under 18 years of age. All Passengers are required to fill out a "Passenger Entry Form", be suitably attired and must wear a helmet.

34 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.

35. 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.



ENTRY FORM BATHURST LIGHT CAR CLUB



PO BOX 444 BATHURST NSW 2795

ACN 000 161 133 ABN 66 000 133 email Event@blcc.com.au

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

EVENT: Motorkhana

Permit No: _____

DATE: 10th February 2019

COMPETITOR (Car owner) DETAILS

Name: _____ CAMS license No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact/Number: _____

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

Name: _____ CAMS license No: _____

Address: _____ Postcode: _____

Club: _____ Membership No: _____

Email: _____ Home phone: _____ Mobile No: _____

Emergency Contact/Number: _____

VEHICLE DETAILS

Make: _____ Year: _____ Model: _____

Preferred 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

Payment method- Cheque Money order Cash

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

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

Name:	Date: 10th February 2019
Organiser: BLCC	Event: Motorkhana

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 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 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			

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:**