



## 2020 STANDARD SUPPLEMENTARY REGULATIONS MULTI-CLUB KHANACROSS

1. The event will be conducted under the FIA International Sporting Code including Appendices., the National Competition Rules of Motorsport Australia., the Non-Speed Event Standing Regulations, , these Supplementary Regulations and any further Supplementary Regulations or Bulletins which may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1<sup>st</sup> and Risk Management Policies. This Event will be conducted under and in accordance with any and all of the current Motorsport Australia COVID-19 Ready to Race strategy requirements which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au).

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

PERMIT NO: 220/2911/01

3. NAME OF EVENT: November Khanacross

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

5. DATE: 29<sup>th</sup> November 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: Ces Evans ID # 1100431

11. COVID MARSHAL: Scott Sims ID # 9920319992193 12. EVENT SECRETARY: Donna Sims

13. STEWARDS: N/A 14. CHIEF SCRUTINEER: Scott Sims ID # 9920319992193

15. ENTRIES OPEN: Upon approval of these Regulations ENTRIES CLOSE: 29<sup>th</sup> November 2020

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

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

**PAYMENT TO BE MADE ON THE DAY and TAP AND GO FACILITIES WILL NOT BE AVAILABLE**

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 (In line with the Return to Race strategies and COVID-19 Event & Venue Plan.

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. Helmets must be presented at Scrutiny.
23. CLASSES: As per Entry Form
24. PRIZES & TROPHIES: Khanacross Series Trophies, presented at annual Presentation Night (Subject to restrictions).
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 three 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](http://www.motorsport.org.au)" [www.motorsport.org.au](http://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 1<sup>ST</sup>**  
**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](http://www.motorsport.org.au)" [www.motorsport.org.au](http://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. MEMBERS OF THE SAME HOUSEHOLD ONLY.

**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 telephone 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](mailto:events@blcc.com.au)

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



**EVENT:** November Khanacross

**Permit No:** 220/2911/01

**DATE:** 29<sup>th</sup> November 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. Tap and Go available.

**ENTRY FORM AND PAYMENT TO BE SUBMITTED AT THE EVENT ON THE 29<sup>th</sup> November 2020**

## RISK WARNING, DISCLAIMER AND INDEMNITY (GENERAL USE)

Name:	Date: 29 <sup>th</sup> November 2020
Organiser: BLCC	Event: August 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** MOTORSPORT AUST. 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 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 Motorsport Australia. insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia 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 Motorsport Australia. 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 Motorsport Australia. 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 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.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

#### **DEFINITIONS**

- "MOTORSPORT AUSTRALIA" means the Confederation of Australia Motor Sport Ltd.
- "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 insured listed in Motorsport Australia 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, license 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 Motorsport Australia. regulates or administers by Motorsport Australia. or otherwise under the responsibility / control of 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.

#### 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..... Date.....  
 Parent/Guardian\*

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