



2021 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 1st 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.
2. ORGANISING CLUB: Bathurst Light Car Club – PO BOX 444 Bathurst NSW 2795
PERMIT NO: 221/1104/06
3. NAME OF EVENT: April Khanacross
4. TYPE OF EVENT: **Multi-Club Khanacross**
5. DATE: 11th April 2021
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 # 9920319
12. EVENT SECRETARY: Bob Lundie-Jenkins ID # 1508198 Email: lundieb65@gmail.com
13. STEWARDS: N/A
14. CHIEF SCRUTINEER: Mathew Windsor ID # 884675
15. ENTRIES OPEN: Upon approval of these Regulations ENTRIES CLOSE: 11th April 2021
- 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 Speed/Speed Jnr 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 the NCR's 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" www.motorsport.org.au.
30. The Organisers may cancel, alter, abandon or postpone the Event without assigning a reason in accordance with the NCR's of the current Motorsport Australia manual.
31. Protests, if any, must be lodged in accordance with the NCR's of the current Motorsport Australia Manual.
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. Food and drinks are available at the venue
34. ALCOHOL, DRUGS AND OTHER SUBSTANCES
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.
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

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

EVENT: April Khanacross

Permit No: 221/1104/06

DATE: 11th April 2021

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 11th April 2021

RISK WARNING, DISCLAIMER AND INDEMNITY (GENERAL USE)

Name:	Date: 11 th April 2021
Organiser: BLCC	Event: April 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:
 - 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 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

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.

COVID 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 at 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

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: