

# **April 2018 Newsletter**

Rollinson Reserve, Kyneton P O Box 154, Kyneton Vic 3444





Life Members: Peter Dinwoodie, Don Smith, Ray Evans, Pat Smith, Peter Davis, Geoff Parker, Brian Worsey

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Doug and Nathan

Adams

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Visit our Website for Updates and Information:

www.kynetoncarclub.com.au

Join us as your friend on Facebook

#### PRES WES SAYS:

Hi everyone, for my first presidential address I would like to welcome the new committee into their positions (it's great to see some familiar faces return and some new ones join the committee) and to put down some thoughts, plans and goals for the next term and beyond. To begin with a club is formed because people have a common interest (or obsession in some cases) and that is what brings us together – in our case a love of motorsport with the clubs history in autocross and several other forms of the sport that the members participate in. We should never lose sight of this since the club is the entity that allows us to compete, enjoy our vehicles and socialise, it is effectively our extended family which allows us to support and look out for each other. We must nurture the club so that it is around for our children and future generations – car clubs are the breeding ground for motorsport champions, entrepreneurs and role models in our community. As part of a committee of custodians I see my leadership role as a facilitator and administrator who makes all of this happen. So over the next year and beyond we will continue to improve the facilities at the Kyneton Car Club so that the members can enjoy competing at their home ground such that it becomes a top class autocross venue. We have been actively working on our capital works program to enable us to retain the mandatory Track Licence via improvements to our risk controls (tyre barriers, marshal positions) to protect officials and competitors whilst also upgrading the visual appearance of the track. Other improvements like the shelter in front of the scrutiny shed for protection from the weather are happening right now. The committee are also discussing the addition of a club rooms building to further improve our amenities and provide some comfort for days of weather extremes.

Working bees on race days facilitated by a mandatory council ¾ hour break, will continue to assist us with providing the labour to complete improvement tasks. Competitor involvement in these short working bees has been well accepted and very successful at achieving a lot of work in the short break. You can help by making yourself available during these working bees by getting your lunch earlier or after the working bee.

Other things that are happening are:

The new members forum – a facebook forum that invites members to put forward suggestions and ideas for running events, improving things or just helping to get something to work properly. The forum will be subject to some rules of conduct which the committee have discussed and members should be reminded that we will take the suggestions on board and the committee will decide on changes by consensus at committee meetings.

Necessary officials training including first aid training Facilities including a dedicated first aid vehicle (Cams Compliant) are being organised.

Getting involved at your car club is a great way of making the most out your membership whilst also making some good friends and enjoying some great social events. Our next meeting is on Sunday 15<sup>th</sup> April 2018 and we look forward to seeing you whether competing or just helping out with running the event – please get yourself there and involved. May the Motorsport Gods be kind to you with less broken bits!

Wes Wilkinson

**President - Kyneton Car Club** 

# Please Note!!!!!

Please No More Car / Truck Tyres to be dumped at our track!!
We have a supplier supplying what we need when we need them
So Please No More!!





# WE NEED PEOPLE TO HELP SET THE TRACK UP AT THE START OF THE DAY & PACK UP AT THE END OF THE DAY!!!!!!

This is setting the first track layout, and if necessary watering the track. If we cannot get help, it will mean late starts and less runs at the end of the day!!!

It doesn't take long to do if we have a few people to help!!!!!!





Remember!!

**All Our Club Events And Junior** 

**Development Must Be Pre-Entered!** 

**Entries Must Be In By the** 

Friday Night Before each Round!!

Webpage, Email, Or call your entries in, and pay on the day.

\*No Entries will be taken on day!!

\*Our rounds are now Members only





ROUND 5 OF THE SERIES WILL NOT BE RUN
NEXT ROUND IS ROUND 6
SUNDAY 15TH APRIL 2018
CLOSED CLUB AUTOCROSS
THE SERIES WILL BE 7 ROUNDS BEST 5 ROUNDS
COUNT

A working bee will be held during the lunchbreak at the April event. Bring gloves, chain saws etc.

## FROM THE EDITOR: Wishing you all a safe Easter

The committee have unanimously decided that Round 5 will not be re scheduled and will be dropped from the series. Next Round is Round 6 which will be held Sunday 15th April 2018. The series will now be 7 Rounds with the best 5 counted. After the cancellation of the March round a big shout out to Michelle Fynch who was already to go on the Saturday with jelly slice etc. and received late notice of the cancellation due to a Total Fire Ban being declared. Also to Dan Fynch for heading out to the track and working on some corners after Michael Cleland put a call out for some work to be done in preparation of this event. Thanks Dan.

Supp regs are attached and online for the April Event and the on line entry is open for entries. Don't forget to pre enter Junior Development as we have to arrange for instructors.

Big thanks to Stephen Fagan for repairing the Eunos after the King of Kyneton event. It lives and will be back at the track for Junior use.

There will be a working bee during the lunch break at the April event so please bring your gloves, chainsaws etc.

Its great to see Peter Dinwoodie up and running again after his recent leg surgery. Well done on the speedy recovery Peter.

I think we will have to start a Club fishing competition going by all the fish being caught by members recently. Could be a good Club run to the river or Res to see who can bring in that monster catch. And release it of course......

Next series could see some class changes as the committee go over the existing classes. Could make for an interesting Series in 2018/2019. Stay tuned......

President Wes and Michael are still working hard at bringing the sprint to fruition. So will keep you updated. It is not going to happen in this years Tarmac series. Possibly 2018/2019 Tarmac series.

We are still after a van for First Aid.

That's all folks!





The Cadillac Shack in Castlemaine are offering a 10% Discount on all meals to our members on presentation of your Kyneton Car Club membership card



# WANTED....





We are looking for a replacement Van to use as an ambulance after our Hi Ace van was stolen with our First Aid stretcher on board.

It needs to be in good mechanical order but looks don't matter as we will have it on site and ready to use at each event. A donor van would be great but if you have a suitable one at a

reasonable price we would consider it. We after a HiAce, ex Ambo or a Transit type van. Something you can stand or

have reasonable amount of head room in. Hoping someone out there can help.

PLEASE CONTACT ANYONE ON COMMITTEE



# Milestone -Established 60 Years

This Certificate Is Presented To

## Kyneton Car Club

In recognition of 60 years established as a club. CAMS acknowledges and congratulates this achievement.

**Andrew Papadopoulos** 

Hapadoparlos

President

Eugene Arocca

CEO

#### Order form for 'Kyneton Car Club' Merchandise

## HOODIES AND POLOS

Hoodies: \$45.00 Polos: \$30.00

NAME	SIZE*	Item (Hoodie or Polo)
0.00 10 00	- Jane	

<sup>\*</sup> For sizes, see the size chart below.

### Hoodie SIZE CHART:

MEN:

Size: XS S M L XL XXL 3XL

Half chest(cm): 57 59 61 63 65 67 69

LADIES AND KIDS:

Size: 4\* 6 8 10 12 14 16

Half chest(cm): 40 44 48 50 52 55 57

(\*Size 4 only available for kids)

Polo SIZE chart

ADULTS SIZES S L XL 2XL 3XL M 58.5 CHEST 53.5 56 61 63.5 66.5 69 SP LENGTH 71.5 74 76.5 79 81.5

## Grey Also Available



Polo's will have same Logo's as Hoodies. More Items will be available soon! Vests, Jackets, Caps and Beanies so stay tuned.

Money to be paid with order of Hoodies and Polo's see

Steph Maltby at the next event for orders and enquiries.

## Kyneton Autocross Series 2017/2018 and other social events

Round 1	<del>Sunday</del>	<del>July 16th 2017</del>	Club Autocross
<del>July</del>	<del>Sunday</del>	<del>July 16th 2017</del>	Past & Present Members Shown'n'Shine 60th Celebration
August	<del>Saturday</del>	August 12th 2017	2016/2017 Presentation & 60th Celebration Dinner
Round 2	<del>Sunday</del>	August 20th 2017	Club Autocross
Round 3	<del>Sunday</del>	September 17th 2017	Club Autocross
	<del>Saturday</del>	November 18th 2017	King of Kyneton
Round 4	<del>Sunday</del>	November 19th 2017	Club Autocross
<del>December</del>			December Christmas / Summer Fire Break Season
<del>January</del>			January Summer Fire Break Season
<del>AGM</del>	<del>Sunday</del>	18th February 2018	AGM Rollinson Reserve Clubrooms
Round 5	<del>Sunday</del>	March 18th 2018	Club Autocross CANCELLED
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Round 6	Sunday	April 15th 2018	Club Autocross
Round 7	Sunday Sunday	April 15th 2018 May 20th 2018	Club Autocross Club Autocross
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<sup>\*\*\*</sup>Please note changes will be advised as they come to hand. This year the Autocross series will consist of & 7 rounds of which the best 6 5 will be counted.

# Kyneton Tarmac Series Calendar 2017/2018

Round 1 Bryant Park - October 29th 2017

Round 2 Saturday 24th February 2018 Wodonga Tafe Logic Track
Round 3 Sunday 25th February 2018 Wodonga Tafe Logic Track

The Tarmac Championship will only be best of 3 Rounds this season

Out of how many Tarmac events we do, we would only drop the worst 1.

\*\*\*Calendar subject to change









NEWS

**GET RACING!** 

Home / Round 3 - 2018

Round 3 - 2018

Event Date: Saturday, 5 May, 2018

Venue: BLCC Autocross Track (Ballarat Airport)

Host Club: Ballarat Light Car Club

## VICRALLY.COM.AU

« All Events

## **Ada River Rally**

#### April 15

The 2018 Ada River Rally is Round 2 of the Victorian Rally Championship and Round 1 of the Victorian Club Rally Series. Approx. 154 competitive kms over 10 stages (VCRS crews will do 8 stages)

Pace noted, with recce Sat and rally on Sunday. VCRS crews will run fully route-charted, all daylight.

Based out of Wesburn Park, less than an hour's drive for most Melbourne competitors, and using some of the best roads in the Yarra State Forest



**IF CODE RED** 

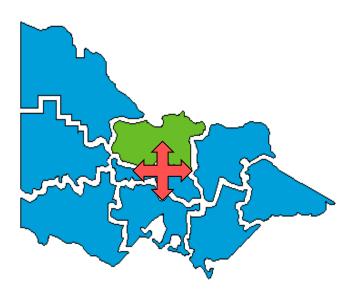
or

**TOTAL FIRE BAN** 

IS DECLARED

we will **NOT** be holding ANY EVENTS That day.

KYNETON CAR CLUB IS IN THE CENTRAL FIRE BAN DISTRICT





Check for Updates on our Website! WEB ADDRESS: www.kvnetoncarclub.com.au

Website Manager: Steph. Maltby Email:Steph Maltby@hotmail.com

#### **Kyneton Whitegoods** my pa can fix Repair service Ariston F/loaders Asko Dish washers w/m a.b.n. 87891652315 Kleenmaid w/m d/w Hoover w/m dryers Don Smith Electrolux Ovens & Dryers Fisher & Paykel w/m & fridges Whirlpool d/w w/m Techika Mobile 0418 590 295 Maytag w/m Bosch Blanco Work 03 54221457 Miele w/m & stoves, Vacs 79 mitchell street Kyneton TV aerials Fax 03 54221459 Smeg Aeg LG appilances Email kynwhitegoodsrepair@bigpond.com





CAMS Licence		Club Member		Scrutinooring		ĺ
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#### KYNETON CAR CLUB CLOSED CLUB AUTOCROSS

#### **ROUND 6 SUNDAY 15<sup>th</sup> APRIL 2018 DAYLIGHT EVENT**

#### SUPPLEMENTARY REGULATIONS

#### 1. THE EVENT

The Event shall be known as the **Kyneton Car Club Autocross**, a **Closed Club Autocross** for financial members of Kyneton Car Club only. The Event will be a timed Autocross.

#### 2. PROMOTER/ORGANISER

KYNETON CAR CLUB INC., PO BOX 154 KYNETON 3444

The CAMS Permit Number is: 318/1504/10

#### 3. ORGANISING COMMITTEE

Clerk of the Course/s	Peter Dinwoodie	CAMS ID: 9902635	Phone: 03 5422 6324
	Brad Hall	CAMS ID: 1091997	Phone: 0411 758 959
Event Secretary	Michael Osborne	CAMS ID: 1112879	Phone: 03 9740 6856
Chief Scrutineer	Don Smith	CAMS ID: 881607	Phone: 0418 590 295
4. STEWARD	Sue Maltby	CAMS ID: 1103175	Phone: 0401 488 493

#### **5. AUTHORITY**

The Event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport Ltd. (CAMS), the Speed Event Standing Regulations, Autocross Standing Regulations, The CAMS Motor Sport Passenger Ride Activity (MSPRA) Policy, these Supplementary Regulations and any Further Regulations which may be issued.

The Event will be conducted under and in accordance with the CAMS OH&S and Risk Management Policies, which can be found at www.cams.com.au

#### **6. PLACE AND DATE**

The Event will be held at the **Kyneton Car Club track**, (Rollinson Reserve, see instructions). This is a **Daylight Event on SUNDAY 15<sup>th</sup> APRIL**, 2018.

All vehicles MUST have functional forward and rear lights. Scrutiny and Check-In will commence at **7.30am and conclude at 9.00am**. **ANY DRIVERS WHO HAVE NOT CHECKED IN AND HAD THEIR CAR SCRUTINISED WILL NOT BE PERMITTED ENTRY, at the discretion of the Clerk of the Course**. Competitors must present their CAMS Licence, Club Membership Card & Car Log Book, (if issued) at Scrutiny. Drivers Briefing will be at **9.15 am**. Official runs will commence by **9.30am** and finish by **4.00pm**. Food and drinks will be available at venue.

As required by Council Permit agreement, Kyneton Car Club will have a 45 minute period between NOON and 2.00pm, where no racing is to occur. During this time, we will hold a working bee/ cleanup around the club with all members expected to assist.

**Note:** By pre arrangement, from 7.45am to 9.00am prior to the main Autocross Event Kyneton Car Club is holding a "Junior Development and Come & Try" session; fee for this session is \$10 per competitor.

Contact the Steward (as listed above), or complete the online Entry Form, to confirm your entry in this development session.

#### 7. ENTRIES

(a) Entries will open at 9am on the 27/03/2018 and close at 9.30PM on FRIDAY 13/04/2018. This is a PRE ENTERED EVENT and entries can be submitted online http://www.kynetoncarclub.com.au/supp-regs/pre-entry-form, EMAIL: kyneton.carclub@hotmail.com (scan your entry through), Text: 0401 488 493 and pay on day (preferred method) or send entries to PO Box 154, Kyneton 3444, with the correct \$40 entry fee. Entry fee for juniors is \$30. All

Competitors will pay an extra \$5.00 per Driver, if using Rally Tyres. Cheques or money orders should be made payable to "Kyneton Car Club Inc."

NO Entries will be accepted on the day. Postal Entries MUST BE RECEIVED BY THE FRIDAY PRIOR TO THE EVENT. All Competitors must be financial members of Kyneton Car Club.

This Event is capped at 60 entries.

The Promoter reserves the right to refuse entry in accordance with NCR83.

#### **8. INSURANCE**

(a) Certain public, property, professional indemnity and personal accident insurance are provided by CAMS in relation to the event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

#### 9. CLASSES

Drivers will be graded into classes:-

A - 0 to 1600 Std

B - 1601 to 2001 Std

C - Over 2000 Std

D - 0 to 1600 Mod

E - 1601 to 2000 Mod

F - Over 2000 Mod

 ${\sf J}$  – Juniors (No turbo, supercharged or 4wd vehicles-Juniors driving these vehicles can compete in ordinary classes only),

W&S - 4wd & Specials

Note: Vehicles using Rally Tyres are graded as modified for their class; Turbo-charged and Supercharged vehicles are graded as 1.7 times their engine capacity and rotary vehicles are graded as 1.8 times their engine capacity.

#### **10. STARTING ORDER**

Start in numerical order. Starting order within each class will be determined by the receipt of entry, with Drivers of shared vehicles suitably spaced to allow changeovers with minimal disruption to the Event.

#### 11. DRIVERS

- (a) All Drivers must hold and present a CAMS Level 2S or 2SJ License or superior, a current membership card for a CAMS affiliated car club and vehicle Log Book (if issued).
- (b) All Drivers will be required to contribute to the running of the Event. When instructed by the Clerk of the Course, or his nominee, Drivers not directly involved in an official capacity **MUST** make themselves available between runs as in-field Officials, OR supply a proxy for the role of in-field Official. Normally Drivers will only be required for a period of approximately 20 minutes. The person acting as an Official (either Driver or Proxy) must have a CAMS Officiating Licence grading of trainee or above.

#### 12. COURSE

The Event will be run in a clockwise & anticlockwise direction over various tracks of up to 4km (approx.) of gravel defined by tyres, witches hats and bunting. All runs will be timed from a flying start. If dust is experienced throughout the Event, the water truck may be required at the end of each run not each track, this will be at the discretion of the Clerk of the Course and Track Committee. The Clerk of the Course will nominate the starting number at the conclusion of each run/track.

#### 13. VEHICLE ELIGIBILITY

- (a) Vehicles must conform to the general requirements of automobiles in competition (General Requirements for Cars and Drivers, Schedules A and B of the current CAMS Manual of Motor Sport). All vehicles must be fitted with a suitable front and rear towing point.
- (b) All vehicles must utilize two separate fastening systems on any front opening panel.
- (c) Fire extinguishers to a standard listed in Schedule H of the CAMS Manual of Motor Sport must be securely fitted to the vehicle.
- (d) Safety helmets must conform to Schedule D of the current CAMS Manual of Motor Sport requirements (eg AS 1698) and be worn whilst competing.
- (e) All vehicles (except road registered vehicles in class A or B) must be fitted with mud flaps on all driven wheels and on both rear wheels. All vehicles must have mudguards covering all road wheels.
- (f) Any vehicles competing in Class S must be fitted with rollover protection as outlined in Schedule J of the current CAMS Manual of Motor Sport. Rollover protection is highly recommended in all other cases
- (g) Tyres in classes D,E,F,J,L and W/S are FREE, but will be inspected at Scrutiny for safety.

Tyres in classes A,B and C must be unmodified conventional road tyres,

Vehicles judged to have unsafe tyres will be refused entry, at the discretion of Chief Scrutineer.

(h) Fuel must be in accordance with Schedule G of the current CAMS Manual of Motor Sport.

#### 14. RUNNING DETAIL

Results will be determined by the Competitors best timed run on each individual course, usually 2 runs on a determined course then course may be changed. If using the same course throughout the day, the sum of all times will determine result. The number of runs will be determined by the Clerk of the Course, dependent on the condition of the track. Timing will be controlled by Polaris electronic timing in the Control Tower with start and finish recorded by breaking the laser beams. A stopwatch timing backup may be used. The Timekeeper will be deemed Judge of Fact.

#### 15. STARTING PROCEDURE

Competitors will line up in numerical order and will be moved onto the starting pad immediately after the previous Competitor has departed. The Starter will indicate to the Driver when to proceed onto the course. Any Competitor who encounters difficulties on the course will be permitted a re-run at the discretion of the Clerk of the Course.

#### **16. FINISH PROCEDURE**

At the end of each run the Driver is to immediately decelerate the vehicle and proceed to the pit area. Competition vehicles are to be in the pit area at all times. At all times when moving within the pit area, and leaving the autocross area, the maximum speed limit is to be less than 10kph (walking pace).

#### **17. TERMINATION**

The Organisers, reserve the right to stop the Event at any time if they consider it necessary, in the interests of safety or for any other reason.

#### **18. POSTPONEMENTS OR ABANDONMENT**

The Organisers, reserve the right to postpone, abandon, or cancel the Event under NCR 59, and if the event is cancelled or postponed for more than 24 hours, the Entry Fees shall be refunded in full.

#### 19.AWARDS- points in KCC club championship. KCC members only. – Awarded at KCC annual presentation Dinner.

1st, 2nd, and 3rd Outright (competitors with the highest overall accumulated class points for the season)

1st, 2nd and 3rd outright (competitors with the highest everal accumulated states)
1st, 2nd and 3rd fastest ladies (accumulating outright times across eligible rounds)
1st, 2nd and 3rd fastest drivers (accumulating outright times across eligible rounds)
1st, 2nd and 3rd fastest drivers (accumulating outright times across eligible rounds)

1st, 2<sup>nd</sup> and 3<sup>rd</sup> fastest Rear Wheel Drive (accumulating outright times across eligible rounds)

#### 20. 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.

#### **21. NOISE**

Vehicles must not exceed a noise limit of 95dB (A), as detailed in Schedule B (12). Testing of the noise of vehicles may take place anywhere on or around the track (at 30m distance from the car) throughout the day. Any vehicle found to be excessively noisy, as judged by the Clerk of the Course (or nominated official on behalf of the Clerk of the Course) will be put on notice to decrease the noise, or be asked to retire from the Event.

(a) Shortening the course - 10 seconds per instance

Dislodging penalty markers - 5 seconds per instance

(b) Any breach of these Supplementary Regulations will be dealt with in the same manner as breaches of all other regulations pertaining to the event

#### 23. PROTESTS

Protests must be lodged in accordance with Part XII of the NCR and accompanied by the appropriate fee.

#### 24. FURTHER REGULATIONS.

The Organisers reserve the right to issue competitors with further regulations. Such regulations will have the same authority as these regulations.

#### 25. PASSENGERS

This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy.

- (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) Passengers MUST:
  - wear the same protective gear as a Driver
  - Be fitted and restrained as required for each Automobile with consideration for their physical attrib-
  - iii. Complete a Passenger Ride Entry Form and disclaimer
  - iv. Drivers must fill out a Passenger Ride Entry Form to ride as a passenger.
  - Be at least 12 years of age
- (c) Vehicles and Apparel used must pass Scrutiny.
- (d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS."

How to get therefrom Melbourne Come up the Calder Freeway take the second Kyneton turnoff (Redesdale). Turn right at the roundabout and cross the bridge. Take the first turn left (sale yards road). Follow this road approx 2km, the track is on your right (Rollinson Reserve) next to the tip.

#### Entry From AutoCross Day Event 15/04/2018

FIA International Sporting Code including Appendices and the National Competition Rules (NCR)

<b>COMPETITOR</b> (Car	Owner)		
Name (Block letters)			
Address		P/Code	
Phone	E-mail		
Club	.CAMS Lic No		
<b>Emergency Contact</b>			
<b>Emergency Contact</b>	Number		
Driver 1	Class	Rally Tyres Yes / No	
Name (Block letters)			
Address		P/Code	
Phone	Club	P/Code	
<b>Emergency Contact</b>			
Emergency Contact	Number		
Driver 2	Class	Rally Tyres Yes / No	
Name (Block Letters)			
Address		P/CodePh	one
	ıbCAMS l		
Emergency Contact	Number		
Driver 3	Class	Rally Tyres Yes/No	
Name (Block letters)			
Address		P/Code	
Phone (day)	Club	CAMS LicNo	
Emergency Contact	Number		
<b>Description of Car</b>			
Make	Model	CCClass	
Modified. Yes/ No	Logbook No		
Body Type	Colour	Rally Tyres Yes / No	
Total Paid	Cash / Cheque / Ot	ner	

#### 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;
  - · others 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 has 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
- 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

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			
Driver 2			
Witness			
Driver 3			
Witness			
For persons under the PARENT/GUARDIA	age of 18 years the following parent N CONSENT - PERSONS UNDE	/guardian consent must be comp ER 18 YEARS OLD	pleted.
("the minor") who is un antees, warning, assur	der 18 years old. I have read this do	cument and understand its conte	am the parent/guardian* of the above-named ents, including the exclusion of statutory guar- nts to the minor. I consent to the minor attend-
* Delete whichever doe	es not apply		
Signed	Parent/G	Guardian*	
Date			
Witness	Date:		
Name and address of v	witness:		