

NAROOMA FOREST RALLY

21st July 2018

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2017 Narooma Forest Rally Winners - Mick Patton and Steve Glenney
Photo courtesy Roy Meuronen Photography

Supplementary Regulations

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EVENT PROGRAMME

On publication of these Supplementary Regulations

Entries Open

Sunday 15th July 2018

0800hrs Regional Scrutineering Period Commences

Tuesday 17th July 2018

1800hrs Entries Close

Wednesday 18th July 2018

1800hrs Seeded list of Entries published

1800hrs Scrutineering commences at Techworkz Automotive Unit 4 of 209 Scollay Street, Tuggeranong (ACT Series Only)

2000hrs Scrutineering concludes at Techworkz Automotive Unit 4 of 209 Scollay Street, Tuggeranong (ACT Series Only)

Thursday 19th July 2018

0900hrs Testing commences (venue TBC. Cost additional)

1700hrs Testing concludes (venue TBC)

Saturday 21st July 2018

0700hrs Rally Headquarters Opens

0730hrs Documentation Verification commences
Scrutineering at Service Park commences

0915hrs Scrutineering at Service Park concludes

0930hrs Documentation Verification concludes

1000hrs Official Start Order & Start Times Posted

1000hrs Competitors Briefing

1030hrs First car starts

1700hrs First car finishes

2030hrs Awards Presentation

2030hrs Rally Headquarters Closes



ARTICLE 1 ORGANISATION

1.1 Nature of Event

The Event shall be known as the **Narooma Forest Rally**, herein after referred to as “The Event”, and shall be conducted as a Meeting. The Event is a round of the following series:

- Round 4 of the 2018 Techworkz Development Rally Series (DRS, DRS4).
- Round 4 of the NSW Clubman Rally Series (CRS).
- Round 4 of the 2018 Hyundai Rally Series (HRS).
- Round 5 of the 2018 Techworkz Automotive ACT Regional Rally Series.

It will be conducted as a Special Stage Rally over Public and Forest Roads wholly within the NSW State Forests on **Saturday 21st July 2018**. The Event is a competitive Event, designed to test the skill of the Driver and Co-Driver, and the reliability and mechanical condition of the competing vehicle.

1.2 Authority

The Event shall be held under the FIA International Sporting Code including Appendices, the National Competition Rules (NCRs) of CAMS Ltd, the National Rally Code (NRC), the 2018 NSW Rally Competition Conditions, 2018 NSW Rally Organisers Conditions, these Supplementary Regulations and any Further Regulations or Bulletins which may be issued by the Organisers and approved by CAMS.

The Event shall use A to A timing in accordance with the **National Rally Code 1.33**.

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

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

1.3 Organising Permit

The CAMS Permit number is **118/2107/01**.

1.4 Promoter

The Rally will be promoted by the Brindabella Motor Sport Club Inc.

1.5 Organising Committee

The Promoters have nominated the following Organising Committee -

Clerk of the Course	Adrian Dudok Phone: 0417 251 011 Email: admin@naroomaforestrally.com.au
Event Secretary	Julie Lucas Phone: 0407 800 092 Email: secretary@naroomaforestrally.com.au
Chief Scrutineer	Peter Taylor

The following Officials have been appointed:

Stewards	Dennis Willis Ian Bigg Linda Walker
Event Checker	Martin Holberton

1.6 Official Address

All correspondence must be addressed to:

THE EVENT SECRETARY
2018 Narooma Forest Rally
PO Box 115
Civic Square, ACT 2608

Or via email to: secretary@naroomaforestrally.com.au

No responsibility will be accepted by the Organisers for any correspondence sent to any other address.

1.7 Alteration to, Abandonment or Termination of the Event

In accordance with Section 6.9 of the Rally Code and NCR 59, the Organisers reserve the right to abandon, alter or terminate the Event at any point.

Protests must be lodged in accordance with Part XII of the current CAMS Manual.

Entries may be refused in accordance with NCR 83 of the current CAMS Manual.

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.

ARTICLE 2 COMPETITION DETAILS

2.1 Event Details and Eligibility

Event Description	
Event Type	Special Stage Rally
Status	NSW Development Rally Series / NSW Clubman Rally Series / NSW Excel Rally Series / ACT Regional Rally Series
Timing / Control Procedures	A-A
Timing Resolution	Second
Entries	
Maximum number of entries	60
Entry Fee (at least one crew member registered in either DRS, DRS4, CRS, HRS, or ACT Series)	\$475.00
Entry Fee (neither crew member registered in either DRS, DRS4, CRS, HRS, or ACT Series) and Pacenote Event	\$495.00
Licences	
Driver	A minimum of CAMS Clubman Licence Civil Drivers Licence
Co-Driver	A minimum of CAMS Clubman or single Event Licence Civil Drivers Licence or No Drive Declaration
Eligibility & Classes	
Vehicle Eligibility	Refer Section 4.1
Be subject of a current and valid CAMS log book	Yes
Classes	Refer Section 4.2
Apparel	As per Schedule D of the CAMS Manual NOTE: Although always recommended, Frontal Head Restraints are NOT mandatory at this Event.

Event Format	
No. of Sections:	2
No. of Stages:	6
Total Distance (km):	285.54
Comp. Distance (km):	121.22
First Car Starts:	1030hrs
First Car Finishes	1700hrs
Late time per section	20 min between any 2 Time Controls
Total Late time	40 min
Servicing	
Maximum distance between services	33 km Competitive 90km Total
Maximum Distance between refuels	33 km Competitive 90km Total
Penalties	
Early arrival at control	1 minute for every minute or part thereof
Late arrival at controls	5 seconds per minute or part thereof

2.2 Entries

Entries open and close as per the Event Programme.

A Competitor may claim a refund of Entry Fee if an entry is withdrawn in writing not later than 1200hrs Thursday 19th July 2018.

2.3 Entry Fees

The Entry Fee is as per Table in 2.1 and includes the registration of service crews, Public Liability Insurance, Council Fees, CAMS Permit Fee, Forestry Levy, Paramedic Services, and **RallySafe Fees**.

The discounted Entry Fee for registered Competitors (as described in table 2.1) is available at the time of submission of the entry. Refunds will not be processed for Competitors who do not claim the discount when submitting the entry.

The preferred method of payment is via Direct Deposit to BMSC at:

Bank: St George
BSB: 112-908
Account: 458987142
Name: Brindabella Motor Sport Club General Account
Reference: Drivers First Initial and Surname

Alternatively, payment by PayPal may be made via the online Entry Form at www.naroomaforestrally.com.au. Cheques may be posted after submitting an entry.

Only Competitors who's Entry Fee has been paid in full by the close of entries will be permitted to start the Event.

2.4 Number of Entries

Entries will be limited to sixty (60). Should this number be exceeded then priority, in order of receipt, will be given to:

- DRS / DRS4 / CRS / HRS / ACT Series Registered Competitors.
- Full BMSC Members.
- Others.

2.5 Entries

All entries to The Event are to be made via the online Entry Form located at www.naroomaforestrally.com.au. If you are having issues with this online Entry Form, a paper based Form can be requested from the Event Secretary.

For this Event, there are 3 options for your entry.

- Series Registered (Roadbook) - This is for crews where at least one crew member has registered for one or more of the DRS, DRS4, CRS, HRS, or ACT Series (prior to the close of entries).
- Non Series Registered (Roadbook) - For those crews where neither have registered for the DRS, DRS4, CRS, HRS, or ACT Series.
- Pacenote Event – For those Competitors wanting to run the Event on pacenotes and not score points in any series. These Competitors will still be eligible for outright Event awards.

2.6 Starting Order

The starting order will be determined by seeding using the NSW Seeding list and/or whatever other information the Organisers select. The seeded list of entries will be available as per the Event Programme. It is intended that the entire field will be seeded as one group. Depending on the number of entrants in the Pacenote Event, the Organisers at their absolute discretion may choose to seed these Competitors separately.

2.7 Change of Entry

Competitors may, at any time up to the close of Documentation Verification, change the vehicle or crew members upon written notification to the Clerk of the Course. A change of Driver or vehicle may necessitate the Competitor to be reseeded.

2.8 Crew Eligibility

Crews will comprise two persons only. The same Crew will be required to compete throughout the Rally.

2.9 Competitors Briefing

A Competitors Briefing will be held at 1000hrs Saturday 21st July, at the Service Park, NATA Oval, Bluewater Drive, Narooma. It is required that at least one member of the Crew attend, and be present for the entire duration of this Briefing.

ARTICLE 3 SCRUTINEERING & DOCUMENTATION

3.1 Scrutineering

Non-ACT Based Competitors

Competitors are requested to have their vehicles scrutineered by a CAMS Regional Scrutineer in the week prior to the Event and to present a fully completed and signed road Event Scrutiny Form at Documentation. The list of Regional Scrutineers and a copy of the Scrutineering Form is available at <http://www.rallynsw.com.au/info/regulations/>.

ACT Series and ACT based Competitors

The ACT Series have organised their own Scrutineering and Documentation, which will be conducted from **1800 hrs to 2000 hrs on Wednesday 18th July 2018** at Techworkz Automotive Unit 4 of 209 Scollay Street, Tuggeranong.

All Entrants with residential address in areas with postcodes 2600-2620 or 2900-2914 and 2582 are encouraged to present their vehicles for Scrutineering on Wednesday 18th July 2018. Crews are reminded to bring all safety equipment to Scrutineering. If a Competitor is unable to attend, they must arrange to have their vehicles scrutineered by a CAMS Regional Scrutineer in the week prior to the Event and to present a fully completed and signed Road Event Scrutiny Form at Documentation. The list of Regional Rally Scrutineers and a copy of the Scrutineering Form is available at <http://www.rallynsw.com.au/info/regulations/>.

Scrutineering at the Event

The Organisers have provided a limited timeframe to scrutineer some vehicles at the Event. Any Competitor who is unable to be regionally scrutineered is asked to contact the Clerk of the Course as early as possible to secure a time at the Event.

At Scrutineering Competitors will be required to present:

- CAMS Vehicle Log Book.
- Helmets. **Although always recommended, Frontal Head Restraints are NOT mandatory at this Event.**
- The car in a “ready to rally” condition, including driving lights (if they will be used).

3.2 Documentation

At Documentation Verification Competitors will be required to present:

- Completed Scrutineering Form (with the Vehicle Log Book number noted by the Scrutineer).
- Licences for Driver / Co-Driver (Civil and CAMS).
- CAMS affiliated Car Club Membership – Driver / Co-Driver.
- Vehicle Registration Papers and proof of Third Party Insurance.
 - NSW UVPs will be considered as valid registration.
 - QLD registered vehicles will require a 3rd Party Extension.

Road Book, Service Instructions, Competition Numbers and Advertising, etc will be issued at Documentation Verification on Saturday 21st July 2018.

3.3 Timetable for Scrutineering and Documentation

Please refer to the Event Programme.

ARTICLE 4 VEHICLES

4.1 Vehicle Eligibility

NSW DRS, DRS4, CRS, HRS

Please refer to the 2018 NSW Rally Competition Conditions at <http://www.rallynsw.com.au/info/regulations/> for details.

ACT Series

Please refer to the 2018 ACT Regional Rally Series Competition Conditions at <http://www.rallyact.com.au> for details

4.2 Classes

NSW DRS, DRS4, CRS, HRS

Categories and classes are as per the 2018 NSW Rally Competition Conditions.

ACT Series

Categories and classes are as per the 2018 ACT Regional Rally Series Competition Conditions.

ARTICLE 5 EVENT DETAILS

5.1 Rally Headquarters

Rally Headquarters will be located in the Montague Room, Club Narooma, 88 Princes Highway, Narooma.

5.2 Service Park

Service Park will be located at NATA Oval, Bluewater Drive, Narooma. This is adjacent to Rally Headquarters.

5.3 Service Park In Controls and Final Time Control

Competitors may book into the following controls early (and only these controls) without penalty.

- the Regroup In control (TC3A);
- and the final control of the Event (TC7)

5.4 Servicing

All servicing will take place at the Service Park. For reasons of Competitor and Service Crew safety, no Servicing or Refuelling is permitted outside designated Service Areas as identified in the Road Book.

No service vehicle may drive on a competitive stage during the running of the Event without the express permission of the Clerk of the Course. If vehicle recovery is required, Service Crews are asked to contact rally headquarters for instruction.

There is NO pump fuel available near the Service Park. Competitors will need to provide their own fuel supply. The maximum distance between service points will be 90kms total with 33km competitive.

Service instructions will be issued at Documentation Verification. In order to be covered by the CAMS Personal Accident Insurance, Service Crew Members must be registered with the Organisers by the close of Documentation Verification. The Form is included with the Event Entry Form.

ARTICLE 6 GENERAL INFORMATION

6.1 Maps

All maps will be supplied by the Organisers.

6.2 Odometer Check

The odometer check will be located on the Princes Highway, on Liaison 1 from the Event start to SS1 (TC0 to TC1). The start location is immediately across the road from the Narooma Tourist Information Centre, and will be marked with “Halda Start” signage. The finish will be over 5km north of this point and will be marked with “Halda Finish” signage. The exact length will be in the Roadbook.

6.3 Route Instructions

The Event is fully route charted.

Tulip diagrams will be provided, but the written instructions are to take precedence should any conflict in interpretation be encountered.

No closed gates will be encountered in special stages of the Event.

6.4 Event Signage

It is a condition of entry that all competing cars display the Event and/or series signage.

6.5 Sunrise, Sunset in Narooma

On Saturday 21st July 2018:

Sunrise 0703hrs

Sunset 1709hrs

Last Light 1735hrs

6.6 Penalties

The Clerk of the Course reserves the right to take into account all official documents when compiling the results, including control cards and to correct any verified recording errors.

6.7 Results

The results are official and final, at 0700hrs 23rd July 2018, should no protests on the results be received.

6.8 Finishing Qualifications

All Competitors must complete 100% of the route under the power of the competing vehicle to be classified as finishers and feature in outright results.

Any crew that fails to report to any control or enters or leaves a control in other than the prescribed direction shall be deemed to have retired from the Event, the route being that as set out in the Road Book for each crew.

ARTICLE 7 RALLYSAFE

All Competitors must make provision in their competition vehicle for Rally Safe GPS Tracking system. Competitors must have a Rally Safe wiring loom, antennas and mounting kit installed prior to scrutiny. This is a one off purchase via the Rally Safe shop - <http://rallysafe.com.au/shop>. Installation instructions are available at <http://rallysafe.com.au/2013/02/Competitors>

The hire cost of the RallySafe unit (not the wiring loom) has been included in the entry fee. Competitors should familiarise themselves with the use of the RallySafe by referring to the "Quick Reference Manual" available at <http://rallysafe.com.au/2013/02/Competitors>.

The Rally Safe GPS tracking unit screen will be available at Rally HQ prior to the start. It is the Competitor's responsibility to return the RallySafe Tracking Unit to Rally HQ at the conclusion of the Event or upon retirement from the Event. Competitors who fail to return units may be liable for additional freight and handling charges. Acceptance of your entry is conditional upon acceptance of this condition.

ARTICLE 8 REMINDERS

8.1 Retirements

Any crew retiring from the Event must submit their road cards to the Stage End Control or the Sweep Car.

Accurate details of the reason for withdrawal and any damage to vehicles or other property must be supplied. An Incident Report must be completed if a Competitor or other person sustains any injuries and the Organisers may require any crew to complete an Accident Report or other CAMS forms.

Failure to comply with these conditions may result in Competitors being referred to the Stewards and charges being laid under NCR 183(viii) in reference to these regulations and the requirements of Appendix I of the 2018 Manual of Motor Sport.

8.2 Re-joining

Re-joining in accordance with Article 6.10 of the NRC will be permitted in this Event at the discretion of the Clerk of the Course.

If the sweep vehicle catches up to a Competitor who would normally be considered 'out of late time' the Competitor may elect to either:

- withdraw, in which case they cannot participate further in the Event, and must hand in their time card and Withdrawal Form; or
- request to re-join at a future point, in which case they must hand their current time card to the sweep vehicle and then proceed to the Service Park Time Control and make application to re-join.

Any Competitor, who re-joins the Rally in accordance with the above Regulations, will have stage results recorded in the results, but will not be classified as a finisher or eligible for any outright or Series awards.

8.3 Pacenotes

NSW DRS, DRS4, CRS, HRS, and ACT Series

Pacenotes are banned from this Event. Any person found with pacenotes will be reported to the Stewards, by way of a formal charge, who may impose a penalty up to and including exclusion from the Event.

Pacenotes shall be considered as notes in any form, other than the official documents or maps issued or authorised by the Organisers. Observers may be placed along the route to ensure compliance with this Regulation.

Pacenote Event

Pacenotes are acceptable for Competitors competing in the Pacenote Event only. Reconnaissance is available to Competitors at any time up to and including Friday 20th July 2018. Upon receipt of a completed Entry Form, Competitors electing to contest the Pacenote Event will be sent an electronic copy of the roadbook so that they can conduct their reconnaissance at a time that suits them. For this reason, any Competitor that submits an Entry Form and elects to contest the Pacenote Event cannot elect to change their entry to contest any other section of the Event.

Any person found sharing pacenotes with any other Competitor (excluding those Competitors contesting the Pacenote Event) will be reported to the Stewards, by way of a formal charge, who may impose a penalty up to and including exclusion from the Event.

NOTE: The NSW Police are aware of the Event. During previous Events, the NSW Police conducted roadside speed checks on gravel roads that were used for reconnaissance. Please remember that you are representing the rally community and behave appropriately.

ARTICLE 9 WHS ADVICE FOR ENTRANTS AND SERVICE CREWS

All personnel are asked to assess the risks associated with any practice that they are involved with, and take action to minimise the potential injury to themselves and any other personnel.

Please observe the following rules to assist our Event to be a safe one.

- No smoking within the Service Park
- Use a liquid proof ground sheet beneath the car during all servicing and re-fuelling operations.
- Jack stands must be used when working under vehicle
- Suitable fire extinguisher required to be readily available when refuelling

ARTICLE 10 AWARDS

An awards presentation will be conducted at approximately 20:30hrs at Club Narooma, Princes Highway Narooma. Dinner will be available for Competitors, Crews, and families to purchase from the Bistro.

Awards or trophies will be presented to both the Driver and Co-Driver as listed below:

Outright Event Awards

1st Outright

2nd Outright

3rd Outright

Classics

1st Outright

NSW Techworkz Automotive Development Rally Series Awards

Techworkz DRS (for 2WD vehicles)

Outright - 1st, 2nd, 3rd

Categories - 1st FWD Cup

1st RWD Cup

Classes -

1st DRS 0 – 1700cc

1st DRS 1701 – 2100cc

1st DRS 2100+ cc

Techworkz DRS4 (for 4WD vehicles)

Outright - 1st, 2nd, 3rd

Categories - 1st Turbocharged

1st Normally Aspirated

NSW Clubman Rally Series Awards

1st, 2nd and 3rd CRS

NSW Hyundai Rally Series Awards

1st, 2nd and 3rd HRS

Techworkz Automotive ACT Rally Series Awards

1st ACT Regional Rally Series Gold Cup

2nd ACT Regional Rally Series Gold Cup

1st ACT Regional Rally Series Silver Cup

2nd ACT Regional Rally Series Silver Cup

1st ACT Regional Rally Series Clubman

2nd ACT Regional Rally Series Clubman

1st ACT Regional Rally Series Novice

2nd ACT Regional Rally Series Novice

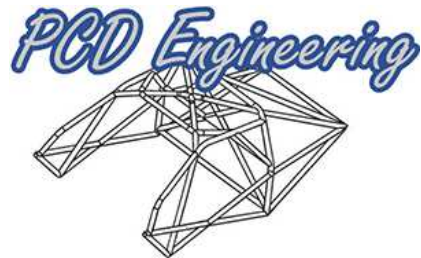
Should there be less than 3 entries in a class or category the Organisers reserve the right to combine or not award for those classes or categories.

The Organisers reserve the right to add to these awards.

2018 ACT Regional Rally Series Sponsors



CANBERRA



APPENDIX A – COMPETITOR DISCLAIMER FORM

Competitors who fill out the online Entry Form at www.naroomaforestrally.com.au are still required to complete the below Disclaimer and Indemnity Form before the close of Event Documentation.

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 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
Driver			
Witness			
Co-Driver			
Witness			
Competitor			
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.....
Name and address of witness:

Date:



APPENDIX B – SERVICE CREW DISCLAIMER FORM

EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK RALLY & OFF ROAD – SERVICE CREW

In exchange for being able to attend or participate in the Event, I agree:

- to release CAMS and Australian Motor Sport Commission Ltd, Promoters, sponsor organisations, land owners and lessees, Organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the Event, except to the extent prohibited by law;
- that CAMS and the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- to attend or participate in the Event at my own risk.

I/we acknowledge that:

- the risks associated with attending or participating in the Event include the risk that I may suffer harm as a result of:
- motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- 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 the safety of persons or property at the Event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Event and being provided with the Event services by CAMS and the Associated Entities.

I understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

Vehicle Number: _____

Competitor: _____

NAME	ADDRESS	SIGNATURE	DATE

Service Crew, Car No. 1

Make of Car _____ Model _____ Rego No. _____ Phone _____
--

Service Crew, Car No. 2

Make of Car _____ Model _____ Rego No. _____ Phone _____
--

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
 _____ who is under 18 years old. I have read this document and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor. I consent to the minor attending/ participating in* the Event at his/her own risk.

Signature _____ Parent / Guardian* Date _____

*Delete whichever does not apply.

