

MOTORKHANA SUPPLEMENTARY REGULATIONS

Type of Event	Club Motorkhana
Name of Event	2022 Group5 Non Speed Round 6 – Bitumen "Theo Wintels Memorial" Motorkhana

The Event will be held under FIA International Sporting Code including Appendices and the [National Competition Rules](#) (NCR) of Motorsport Australia (Motorsport Australia), the [Motorkhana Standing Regulations](#), the current Group5 Series Rules, The Motorsport Australia Motor Sport Passenger Ride Activity (MSPRA) Policy, The Motorsport Australia Come and Try Policy, these Supplementary Regulations, and any Further Regulations that may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au.

This event will be conducted under and in accordance with any or all of the current Motorsport Australia COVID-19 Return to Race strategy requirements at the time of this event.

The Promoter reserves the right to refuse any entry in accordance with the NCR of the current Motorsport Australia Manual and to cancel the meeting if, in its opinion, insufficient entries are received. The Promoter reserves the right to cancel, postpone or abandon the Event in accordance with the NCR of the current Motorsport Australia Manual

1. Date of Event	Sunday 24 th July 2022	Permit No.	3	2	1	/	2	4	0	7	/	0	3
2. Venue	Geelong Motor Sports Complex – Beach Road, Avalon (adjacent to Princes Freeway)												
3. Promoter/Organiser	TCCA / FFCC in Conjunction with the Group5 Committee												
4. Co Clerks of Course	Nicholas Charrett / Maurice Hanger (<i>Judges of Fact</i>)						Motorsport Australia ID		9727109 / 9128230				
5. Postal Address for Entries	34 Piperita Rd, Ferntree Gully												
6. Email	ncharrett@yahoo.com.au						Telephone:		0412 175518				
7. Entries open	Upon issue of these Regulations.				Entries close		Friday 22 nd July 2022 at 8pm						
8. Maximum entries	60				Entry fees		\$25 Adult / \$10 Junior						
9. Entry restrictions	Entries accepted in order of receipt, on the official printed or electronic on-line Entry Form and with a valid email address . Confirmation of entry will be provided via email by 9pm Friday 22 nd July.												
10. Minimum MOTORSPORT AUSTRALIA licence requirement	Speed/Junior – New licences (including L1 Come n Try single event licences) will only be available on the day of the event by PRIOR arrangement.												
11. Compulsory Drivers Briefing	A Drivers Briefing will be held at 9:55am beside the check in table – socially distanced .												
12. Vehicle Requirements	Vehicles will be checked at scrutineering at the event between 8:30 and 9:55am. General Requirements for Cars & Drivers Schedule A and Group 4H of the current Motorsport Australia Manual. Winter Tread, Bar-Tread, Mud/Snow pattern and Hand-cut pattern tyres are prohibited. Fuel must comply with Schedule G of the current Motorsport Australia Manual. Vehicles must be adequately muffled to comply with noise restrictions. A fire extinguisher complying with AS1841 and be securely mounted with HT bolts within reach of the Driver.												
13. Apparel	All Apparel including helmet shall comply with Schedule D of the current Motorsport Australia Manual.												
14. Classes / Categories	As per current Group5 Series Rules.												
15. Document Verification and Vehicle Scrutiny	Verification of relevant Motorsport Australia licence and current Motorsport Australia Car Club Membership will be required at Event check in. Vehicle Scrutiny will be undertaken on all competing vehicles between 8:30am and 9:45am. Drivers of vehicles with a Log Book must present that Log Book to the Scrutineer.												
16. Event Conditions	Results shall be determined by the lowest aggregate of elapsed times on the tests completed, plus any penalties.												
17. Event Schedule	Scrutineering will open at 8:30am. Competitors are required to attend drivers briefing at 9:55am. Competition will commence at exactly 10am. The event is expected to finish between 4 and 5 pm (TBD)												
18. COVID-19 Requirements	<p>Maurice Hanger (Co Director) is the event's allocated Covid19 official and all directions by Maurice (or other officials) MUST be complied with.</p> <p>Anyone who is feeling unwell, or showing signs of COVID-19, or has been in contact with anyone with COVID-19, the last 7 days CANNOT ATTEND THIS EVENT. If you are unwell or not able to attend the event for any of these reasons - AND message us prior to the start of competition a full refund will be provided (<i>no questions asked</i>).</p> <p>All entrants must observe the required social distancing legal requirement of 1.5m (excepting those living in the same residence). Masks must also be worn as per the current state government requirements applicable as of the date of the event.</p> <p>Competitors are highly encouraged to have the Government CovidSafe App on their phone.</p>												

<p>19. Other Regulatory Conditions (Awards, restrictions etc)</p>	<p>Awards will be provided in accordance with the current Group5 Series Rules. 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. A single Passenger is permitted in competing vehicles providing they are over 12yo and have signed the Passenger/Driver Disclaimer Form.</p> <p>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 also www.motorsport.org.au</p> <p>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.</p> <p>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.</p>
<p>20. Protests</p>	<p>Any protest must be lodged in accordance with the current NCR.</p>



2022 GROUP 5 ROUND 6 - BITUMEN THEO WINTELS MEMORIAL MOTORKHANA

Sunday 24th July 2022

Presented by Toyota Car Club Australia and Ford Four Car Club.

GENERAL INFORMATION

SURFACE Bitumen (Asphalt)

ENTRIES **Account Name: FFCC** **BSB: 033305** **Account number: 239566**
Please use "G5Rd6" and your surname as the reference for your payment
PLEASE ENSURE DIRECT DEPOSITS ARE MADE PRIOR TO FRIDAY 22nd July 2022 8pm, to ensure they are received prior to competition start.

Entries to be emailed to ncharrett@yahoo.com.au (prior to Friday 22nd July 2022 at 8pm)

TIMING Timing will be electronic or a hand held stop watch.

CLASSES As per 2022 Group5 Non Speed Regulations. *(Based on vehicle length)*
Class A: Up to 4099mm - Engine Over Driven Wheels
Class B: Up to 4250mm - Engine Away from Driven Wheel
Class C: 4100mm and over - Engine Over Driven Wheels
Class D: 4251mm and over - Engine Away from Driven Wheels
Class E: All Wheel Drive Production Vehicles
Class F: Specials / & Non production cars*.
Class J1: Inexperienced Juniors under the age of 18 as of the first round of the year.
Class J2: Experienced Juniors under the age of 18 as of the first round of the year.
Class L: Ladies
Juniors and Ladies will be scored on the basis of handicap factors for each class. Handicap factors are as follows:
Class A: 0.95 Class B: 0.90 Class C: 0.93
Class D: 0.86 Class E: 0.94 Class F: 1

(Please see the Group5 Series Regulations for full details at <http://ffcc.com.au/group-5/>)

CATERING/ FACILITIES Toilets are available at the venue. Food will **NOT** be available at the venue, so BYO, other than cold drinks (\$1@).

CLUB WEBSITE The FFCC website can be found at - <http://ffcc.com.au/>.
The TCCA website can be found at <http://www.tccav.org.au/>.

GROUP 5 WEBPAGE For Calendar, G5 Committee, Event Supp Regs and Series Results - <http://ffcc.com.au/group-5/>.

MOTORKHANAVIC WEBSITE For the full Victorian Motorkhana Calendar - <http://www.motorkhanavic.com.au>



2022 Non Speed Series Entry Form

Held under the International Sporting Code of the FIA and the National Competition Rules of CAMS Each Competitor, Driver, Navigator and Passenger shall complete a Disclaimer as available on the CAMS website, www.cams.com.au.

If completing entry form by hand, please ensure you print details clearly.

CAR DETAILS: MAKE/MODEL		COLOUR	YEAR	ENGINE SIZE	LENGTH (mm)	CAR CLASS
LOGBOOK NO (if issued)		SPECIAL Yes No	ENGINE to DRIVE Over Away			
DRIVER 1 / COMPETITOR* NAME		DRIVER CLASS	CAMS LIC. No		EXPIRY DATE	
ADDRESS			CLUB MEMBERSHIP NO		EXPIRY DATE	
TOWN/SUBURB		POSTCODE	CLUB		CONTACT PHONE NO	
EMAIL ADDRESS			Junior Pentathlon Competitor?		Yes No	
EMERGENCY CONTACT NAME			EMERGENCY CONTACT PHONE NUMBER			
DRIVER 2 / COMPETITOR* NAME		DRIVER CLASS	CAMS LIC. No		EXPIRY DATE	
ADDRESS			CLUB MEMBERSHIP NO		EXPIRY DATE	
TOWN/SUBURB		POSTCODE	CLUB		CONTACT PHONE NO	
EMAIL ADDRESS			Junior Pentathlon Competitor?		Yes No	
EMERGENCY CONTACT NAME			EMERGENCY CONTACT PHONE NUMBER			
DRIVER 3 / COMPETITOR* NAME		DRIVER CLASS	CAMS LIC. No		EXPIRY DATE	
ADDRESS			CLUB MEMBERSHIP NO		EXPIRY DATE	
TOWN/SUBURB		POSTCODE	CLUB		CONTACT PHONE NO	
EMAIL ADDRESS			Junior Pentathlon Competitor?		Yes No	
EMERGENCY CONTACT			EMERGENCY CONTACT PHONE NUMBER			
DRIVER 4 / COMPETITOR* NAME		DRIVER CLASS	CAMS LIC. No		EXPIRY DATE	
ADDRESS			CLUB MEMBERSHIP NO		EXPIRY DATE	
TOWN/SUBURB		POSTCODE	CLUB		CONTACT PHONE NO	
EMAIL ADDRESS			Junior Pentathlon Competitor?		Yes No	
EMERGENCY CONTACT NAME			EMERGENCY CONTACT PHONE NUMBER			

* Delete as appropriate

Risk Warning, Disclaimer and Indemnity



Motorsport 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 Motorsport Activities.

I acknowledge that the risks associated with attending or participating in Motorsport 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 and Indemnity

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

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease**;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community,
 - howsoever arising from my participation in or attendance at the Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and 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 Motorsport 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 Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and 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 Motorsport Australia and 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 has arranged for 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 Motorsport Activities. 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 Motorsport 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's insurance arrangements, this document and my own circumstances.

Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

Under the Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- Death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- Contraction, aggravation or acceleration of a disease of an individual; or
- 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport 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 Motorsport 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.cbs.sa.gov.au

Definitions:

- "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 insureds listed in Motorsport Australia's 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;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "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;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a sporting activity; or
 - a similar leisure time pursuit or any other activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

