

Come & Try Motorkhana

23rd January 2022 – 10am to 3pm

Presented by Toyota Car Club Australia and Ford Four Car Club
GENERAL INFORMATION

PRE EVENT INFO For Pre-Event information or queries, please call Nicholas on 9758 4208 (AH) or 0412 175518

EVENT FORMAT *Entries for existing licence holders will be pre-entry only (entries on the day will only be accepted for new competitors / new licence applications) due to Covid19 requirements.* This event is designed as a Come & Try Motorkhana for new and existing motorsport drivers. It will not be formally structured, with various test areas set up throughout the day to allow drivers to try various tests and driving styles at their own pace. Tests will comprise of a single vehicle on each course at any one time with Drivers able to try any course as many times as they like (subject to queuing up, fuel, time etc).

SURFACE Unsealed (grass / dirt). *Likely to get dusty...*

ENTRIES **Payment for existing licence holders will only be accepted by direct deposit into the nominated bank account.**
BSB: 033305 Account number: 239566
Please use "G5 Practice" and your surname as the reference for your payment
PLEASE ENSURE DIRECT DEPOSITS ARE MADE PRIOR TO FRIDAY 21st JAN 2022, to ensure they are received prior to competition start.

Email entries to ncharrett@yahoo.com.au (prior to Saturday 22nd January at 6pm)

Entries should comprise of the following:

- Completed electronic entry form (*including Motorsport Australia License Number*)
- Scan / photos of current club membership.
- Scan / Screenshot of proof of bank deposit
- Signed Disclaimer
- Proof of recent Motorsport Australia License application (*if recent application with no Motorsport Australia Member number*)
- Completed Self Scrutiny Declaration

DRIVERS Drivers 12yo and older from all Motorsport Australia Affiliated Clubs and Non-Car Club Drivers / friends are welcome / encouraged at this event. It is aimed at novice Drivers who have not competed previously. Anyone wanting to compete, but unsure, will (after signing the Passenger Entry Form) be allowed to Passenger in an experienced driver's vehicle to help decide whether to enter.

VEHICLES Any road car and most types of competition cars are suitable for this event. Specific competition cars or modifications are NOT required and road tyres must be utilised, with most road cars eminently suitable for this event. Vehicles are checked for safety and can be registered, unregistered, Club Permit or specially constructed vehicles. All vehicles should

- be empty of loose items in the cabin and boot,
- have steering and suspension components in good condition with no play,
- have seatbelts and seats in good condition and securely mounted,
- have the battery securely fastened, and
- be in generally sound condition.

CATERING/ FACILITIES Toilets are available at the venue. Cold drinks will be available at the venue.

CLUB WEBSITES 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 For Calendar, G5 Committee, event Supp Regs and Series Results - <http://ffcc.com.au/group-5/>.

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





MOTORKHANA SUPPLEMENTARY REGULATIONS

Type of Event	Come and Try / Practice Motorkhana
Name of Event	2022 January Come & Try Motorkhana

The Event will be held under the FIA International Sporting Code including Appendices and the [National Competition Rules \(NCR\)](#) of the Motorsport Australia,

The current Motorkhana Standing Regulations - Version 2, the Motorsport Australia Passenger in Vehicle Guidelines, 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 reserves the right to refuse any entry in accordance with the NCR's of the current Motorsport Australia Manual 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's of the current Motorsport Australia Manual. Protests must be lodged in accordance with the NCR's.

Date of Event	Sun 23 rd January 2022	Permit No.	3	2	2	/	2	3	0	1	/	0	2
Venue	Toyota Motorkhana Grounds – McGraths Road, Werribee												
Promoter/Organiser	Toyota Car Club Australia & Ford Four Car Club												
Clerk of the Course	Nicholas Charrett						Licence No:	9727109					
Postal Address for Entries	34 Piperita Road, Ferntree Gully 3156						(Entries also available on the day)						
Email	ncharrett@yahoo.com.au						Telephone:	9758 4208 / 0412 175518					
Entries open	Upon issue of these Regulations.			Entries close			Existing licence holders -Sat 22 nd Jan 2022 at 6pm New Competitors 11am – Sunday 23 rd Jan 2022 at 11am						
Maximum entries	60			Entry fees			\$15 per Driver / \$10 Junior						
Event Schedule	The Event will commence at approximately 10am and is expected to conclude around 3pm.												
Compulsory Drivers Briefing Time & Location	The Main Drivers Briefing will be held at 9:50am subject to social distancing. Separate Drivers Briefing(s) will be given for new Motorkhana Come & Try Competitors (upon entry) throughout the Event subject to social distancing.												
Vehicle Requirements/Scrutiny	Vehicle Scrutiny will be available from 9am on the day of the event. All vehicles shall comply with the General Requirements for Cars & Drivers Schedule A and Group 4H of the current Motorsport Australia Manual and be adequately muffled. No winter tread or rally tyres will be permitted.												
Driver Requirements	Drivers will require a minimum of Motorsport Australia Introductory Licence to compete, which will be available on the day. Club membership is required for all licence holders - other than Introductory Licences. Drivers of production vehicles are required to wear enclosed shoes and a minimum of shorts and a T shirt. Drivers of Specials are also required to additionally wear a helmet complying with Schedule D of the current Motorsport Australia Manual.												
Event Conditions	Tests will consist of current tests from the Motorsport Australia Motorkhana Test Booklet except test dimensions may be varied from the specified minima and tests may be set up in a mirror image and/or run in the opposite direction. Test Sheets will be provided for drivers on the day. All event officials are considered Judges of Fact.												

<p>Other Regulatory Conditions (Awards, restrictions etc)</p>	<p>No awards/results will be provided. This will be an Untimed Event.</p> <p>Verification of relevant Motorsport Australia Licence will be undertaken by the organisers on Friday 21st January. Competitors with new licences should either scan a copy of their licence receipt from Motorsport Australia as proof of a recent licence application, or bring it on the day. Please contact the event directors for clarification if in doubt PRIOR to the event.</p> <p>Membership of a current Motorsport Australia Car Club Membership will be required to be scanned and sent in with your event entry for this event – current as of the event date. (Except for Introductory Licence Holders)</p> <p>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>Passengers will only be allowed from different households as the driver if the touched surfaces are wiped down in between passengers. (Or other measures as deemed appropriate by DHHS, Motorsport Australia and communicated in the drivers briefing notes prior to the event)</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>COVID-19 Requirements</p>	<p>Nicholas Charrett (Director) is the event's allocated Covid19 official and all directions by Nicholas (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 or returned from overseas in the last 14 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>Entry into the venue will only be allowed to the event by pre entered competitors (and officials).</p> <p>All entrants must observe the required social distancing legal requirement of 1.5m (excepting those living in the same residence). Competitors are highly encouraged to have the Government CovidSafe App on their phone.</p>
<p>Insurance</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 at www.motorsport.org.au</p>



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.

