



Cupday Sprint Sandown Tuesday 1st November 2022

1. The event shall be held under the FIA International Sporting Code including Appendices and the Nationals Competition Rules (NCR) of Motorsport Australia, the Speed Event Standing Regulations, This Event will be conducted under and in accordance with all necessary Motorsport Australia, Motorsport Australia Motor Sport Passenger Ride Activity Policy, these Supplementary Regulations and any Further Regulations if issued. The Event is to be held in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au. 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.
2. The Motorsport Australia Permit Number is 322/0111/01
3. This will be a **Club Sprint open to all Victorian car clubs** to be held by Ford Four Car Club Inc at Sandown Raceway on Sunday 1st November 2022.
4. The officials of the event are:
 - Clerk of the Course Bruce Lethborg License# 9903255
 - Secretary Darren Colgan License# 9729596 PH 0430 245 821 Email : dmcolgan1@gmail.com
 - Steward Peter Aird License# 9771690
 - Chief Scrutineer Kevin Jameson License# 1050766
 - Timing Darren McKemmish License# 9728101
5. Entries will open on the publication of these Regulations and close on Monday 31st October at 6pm. The field will be limited to 96 entries and will be accepted in order of receipt. The entry fee will be \$250.00 for paid entries received before 29th October and \$270.00 for entries received thereafter. The promoters reserve the right to refuse any entry in accordance with the NCR and to cancel the event if insufficient entries are received.
6. Drivers must present their current Club Membership and Motorsport Australia Speed License or Superior to the Event Secretary before their cars will be scrutineered. If issued, Motorsport Australia Vehicle Logbook must be presented
7. Scrutineering will commence at 8.00 am and finish at 9.00am. A compulsory Driver's Briefing that must be attended by all Drivers will then take place after which the Sprint activities will commence.
8. Competition laps will be electronically timed to 1/100th second. Trophies / prizes will not be awarded.
9. There will be a maximum of 20 cars on the track at any one time. Groups will be allocated on the day.

Category A – Road Registered		Category B – Modified Production Cars	
1	0-1600cc	1	0-1600cc
2	1601-2000cc	2	1601-2000cc
3	2001-4000cc	3	2001-4000cc
4	4001cc & over	4	4001cc & over
Category C – Modified Sedans		Category D - Production Sports Cars (Group 2B & 2F)	
1	0-1600cc	1	0-1600cc
2	1601-2000cc	2	1601-2000cc
3	2001-4000cc	3	2001-4000cc
4	4001cc & over	4	4001cc & over

10. It is the Competitor's responsibility to ensure that the competing vehicle complies with the nominated class Regulations. Failure to do so may result in the vehicle being re-classified by the Chief Scrutineer.
 11. This Event shall be open to all vehicles conforming to Schedule A and Schedule B of the current Motorsport Australia Manual.
 12. For All Vehicles cars, the minimum requirements include:
 - a. Secondary bonnet closure for all vehicles except those with forward hinged bonnets **and Road Registered automobiles**. Where original catches are removed.
 - b. All forward facing glass (apart from windscreen) covered by plastic
 - c. A safety belt or harness as prescribed in Schedule I of the current Motorsport Australia Manual.
 - d. A fire extinguisher conforming to Schedule H of the current Motorsport Australia Manual. (AS 1841 [except 1841.2]) firmly fitted and readily Accessible (BCF/Halon Type extinguishers will not be accepted).
 - e. All removable objects (including tools, jacks, spare wheels and wheel trims) must be removed from the vehicle.
 - f. All competing vehicles are required to have an effective muffler in the exhaust system
 - g. Numbers are to be displayed during the course of the competition.
 - h. Fuel shall comply with Schedule G of the current Motorsport Australia Manual.
 - i. All open vehicles must have an approved roll bar and the Driver must wear approved helmet or glasses.
 13. Drivers and Behavior
 - a. Whilst competing, all competitors must wear:
 - i. Non synthetic clothing covering all limbs.
 - ii. A Helmet conforming to Schedule D of the current Motorsport Australia Manual.
 - iii. A Safety belt or harness as prescribed in Schedule I of the current Motorsport Australia Manual.
 - iv. A Frontal Head Restraint (FHR) compliant with Standard A in the Motorsport Australia Manual Schedule I and a Helmet compliant with Standard A in the Motorsport Australia Manual Schedule D must be worn when competing in:
 - Each 1st Category (single seater) automobile, except for a 5th Category automobile which is exempt from the use of an FHR.
 - Each automobile the subject of a Motorsport Australia Logbook which applies a RACE, RALLY/ROAD, OFF ROAD or 5th CATEGORY classification that requires the mandatory use of an FHR.
 - (The use of an FHR is not required for a Road Registered automobile, except where automobile the subject of a Motorsport Australia Logbook which applies a RACE, RALLY/ROAD, OFF ROAD or 5th CATEGORY classification that requires the mandatory use of an FHR).
 - b. All open vehicles must have an approved roll bar and the Driver must wear approved helmet or goggles.
 - c. No Passengers are allowed in competing vehicles.
 - d. Numbers are to be displayed during the course of the competition but must be removed or covered before being used on public roads.
 - e. Any Competitor exceeding 10kph in the Pits/Paddock may be excluded.
 - f. No re-runs will be permitted for driver error or mechanical failure.
 - g. Any Competitor who after leaving the track re-joins at a dangerous manner or with the wheels spinning may be excluded.
 - h. **Any Competitor who causes damage to the Sandown property is responsible for any charges and/or costs to rectify the property.**
 14. Flags to be used are: Red; Yellow; Chequered; Black; Mechanical Fault (meatball) ; Debris (Lack of Adhesion)
- ## 15. Noise level is limited to 75 dB, measured 30 meters form the track
16. **ALCOHOL, DRUGS AND OTHER SUBSTANCES**

The holder of a Motorsport Australia License (or a License issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at www.motorsport.org.au. Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia License (or a License 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.
 17. Protests must be lodged in accordance with the NCR.
 18. The organizers reserve the right to postpone, abandon, or cancel the meeting in accordance with the NCR of the current Motorsport Australia Manual.



Cupday Sprint ENTRY FORM

Tuesday 1st November 2022

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of MOTORSPORT AUSTRALIA

OWNER / COMPETITOR.....CLUB..... MEMB #.....

ADDRESS..... POST CODE.....

PHONE #.....COMP LICENCE #.....

E-MAIL.....

EMERGENCY CONTACT.....PHONE.....

FIRST DRIVER.....CLUB MEMB #.....

ADDRESS..... POST CODE.....

PHONE #.....COMP LICENCE #.....

E-MAIL.....PREFERRED NUMBER #.....

DORIAN #.....

EMERGENCY CONTACT.....PHONE.....

SECOND DRIVER.....CLUB..... MEMB#.....

ADDRESS..... POST CODE.....

PHONE #.....COMP LICENCE #.....

E-MAIL.....PREFERRED NUMBER #.....

DORIAN#.....

EMERGENCY CONTACT.....PHONE.....

VEHICLE: MAKE / MODEL.....COLOUR.....

CAPACITY.....cc CLASS.....TYRE TYPE.....

MODIFICATIONS..... MA (CAMS) LOG BOOK

ENCLOSED CHEQUE/MONEY ORDER OR EFT (BSB; 033 305 A/C No 239566)
 FOR EFT, PLEASE ENSURE THAT THE DEPOSIT REFERENCE CONTAINS YOUR
 SURNAMEPAYABLE TO FORD FOUR CAR CLUB Inc. Payment Cheque No:
 Forward Entries to: THE SECRETARY Money Order No.....
 365 Back Larpent Road EFT Yes/no.....
 Larpent VIC 3249

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 behavior, 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 behavior, 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 during 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 organizers/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, license 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

Risk Warning, Disclaimer and Indemnity



Declaration (must be completed by all applicants)

ANY PERSON MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER AND / OR ENTRY TO A MOTORSPORT ACTIVITY

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times. The information I have entered into this form is true and correct and I will advise Motorsport Australia immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

ENTRANT NAME

SIGNATURE _____ DATE — —

DRIVER 1 NAME

SIGNATURE _____ DATE — —

DRIVER 2 NAME

SIGNATURE _____ DATE — —

DRIVER 3 NAME

SIGNATURE _____ DATE — —

DRIVER 4 NAME

SIGNATURE _____ DATE — —

Parent / Guardian Consent (must be completed for all applicants under 18 years of age)

SIGN HERE _____ DATE — —
I, _____ Parent / Guardian of _____

am the parent/ guardian (*tick applicable*) of the above-named ('**Minor**') who is under 18 of age. 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 or participating in the event at his or her own risk.

SIGN HERE _____ DATE — —
I, _____ Parent / Guardian of _____

am the parent/ guardian (*tick applicable*) of the above-named ('**Minor**') who is under 18 of age. 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 or participating in the event at his or her own risk.

SIGN HERE _____ DATE — —
I, _____ Parent / Guardian of _____

am the parent/ guardian (*tick applicable*) of the above-named ('**Minor**') who is under 18 of age. 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 or participating in the event at his or her own risk.

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