



MOTORKHANA SUPPLEMENTARY REGULATIONS

Type of Event	Club Motorkhana (Bitumen)
Name of Event	2023 Group5 PAC Non Speed Round 10

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. The Event will be conducted under and 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.

The Promoter reserves the right to refuse any entry in accordance with the NCR or if there insufficient entries. The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR.

1. Date of Event	Sunday 29th October 2023	Permit No.	3	2	3	/	2	9	1	0	/	0	2
2. Venue	PAC Grounds – McGregor Road, Pakenham (<i>entry off Keys Lane</i>)												
3. Promoter/Organiser	PAC in Conjunction with the Group5 Committee												
4. Co Clerks of Course	Leon Prosser/ Nicholas Charrett (<i>Judges of Fact</i>)						Motorsport Australia ID			1082457/ 9727109			
5. Postal Address for Entries	8 Taverner Square Frankston 3199												
6. Email	Selica.ta22@gmail.com						Telephone:			0407552047			
7. Entries open	Upon issue of these Regulations.						Entries close			Sunday 29th October 2023 at 9:45am			
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.												
10. Minimum MOTORSPORT	Speed/Speed Junior												
11. Compulsory Drivers Briefing	A Drivers Briefing will be held at 9:45am at the check in shed area.												
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 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 Motorsport Australia Manual. Vehicles must be adequately muffled to comply with noise restrictions.												
13. Apparel	All Apparel including helmet (for drivers of specials) shall comply with Schedule D of the Motorsport Australia Manual.												
14. Classes / Categories	As per current Group5 Series Rules and Series Classes. (<i>See General Information page</i>)												
15. Document Verification and Vehicle Scrutiny	Verification of relevant Motorsport Australia Licence, club membership will be undertaken at the event book in shed (all valid as of the date of the event) Drivers of vehicles with logbooks MUST present the logbooks at scrutiny.												
16. Event Conditions	Results shall be determined by the lowest aggregate of elapsed times on the tests completed, plus any penalties. Results will be sorted into 2 sheets with results for Group5 classes and GMSC / WDCC classes. Timing will be by hand held stopwatches. Timing will commence when the leading point of the vehicle crosses the designated Start Line and will cease when the leading point of the vehicle crosses the designated Finish Line. Competition vehicles must come to a complete stop in the finish garage.												
17. Event Schedule	Scrutineering will open at 8:30am. Competitors are required to attend drivers briefing at 9:45am. Competition will commence at exactly 10am. The event is expected to finish between 4 and 5 pm (TBD)												

<p>18. Other Regulatory Conditions (Awards, restrictions etc)</p>	<p>Awards will be provided in accordance with the current Group5 Series Rules and the current GMSC/WDCC 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. 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>Smoking (which includes e-cigarettes and “vaping”) and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.</p> <p>Motorsport Australia’s National Integrity Framework and any associated policy (including the Australian Anti-Doping Policy, Motorsport Australia’s Illicit Drugs in Sport (Safety Testing) Policy, the Motorsport Australia Alcohol Policy), apply to any activity authorised by Motorsport Australia as published at www.motorsport.org.au. Any Participant including the holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.</p>
<p>19. Protests</p>	<p>Any protest must be lodged in accordance the current NCR.</p>



2023 GROUP 5 MOTORKHANA ROUND 10

Sunday 29th October 2023
Presented by Pakenham Auto Club.

GENERAL INFORMATION

SURFACE Unsealed (Grass / Dirt)

ENTRIES Payment can be made on the day.

Postal entries to –

8 Taverner Square Frankston 3199

PLEASE ENSURE POSTAL ENTRIES ARE SENT PRIOR TO MONDAY 5th NOVEMBER 2018, to ensure they are received prior to competition start.

Cash payment for entries will not be accepted by post, please contact Event administration to make payment arrangements.

Cheques are to be made out to the **Pakenham Auto Club**.

Up to 5 adults and any number of juniors may compete in any car, provided that this is indicated on the Entry Form.

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

CLASSES As per 2023 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 be available at the venue.

CLUB WEBSITE The PAC website can be found at <http://www.pakenhamautoclub.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>



2023 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 and Disclaimer

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.

Acknowledgement of Risks

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 will and agree to:**

- 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** including but not only COVID-19;
 - 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;
 - any claim for any costs and expenses I may incur as a consequence of any of the above;
- 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 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. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any 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 me as a result of 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 me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am 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: I note that the change to my rights, as set out in this form, does not apply if my 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

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; 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
- 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 My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these 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, service crew, delegates, licence holders, 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.

CATEGORY/COMPETITION NUMBER (IF APPLICABLE)

FOR COMPETITOR, DRIVER OR NAVIGATOR MOTORSPORT AUSTRALIA LICENCE NO.

I do hereby declare that I am a full financial member of a Motorsport Australia Affiliated Sporting Car Club at the time of the event Yes

or,

I am a service crew member Yes

COVID-19 Declaration

I declare that I:

- Have not tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;
- am not currently experiencing any symptoms of COVID-19;

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

Declaration

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.

NAME

SIGNATURE

SIGN HERE

DATE

— —

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

I, _____ 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 their own risk.

SIGNATURE

SIGN HERE

DATE

— —