



Presents

# CUP DAY SPRINT

## Melbourne Cup Day Tuesday 7<sup>th</sup> November 2023 Supplementary Regulations

1. The Event shall be held under the FIA International Sporting Code including Appendices and the Nationals Competition Rules (NCR) of Motorsport Australia, the Supersprint Standing Regulations, 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](http://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](http://www.motorsport.org.au).

2. The Motorsport Australia Permit Number is 323/0711/01

3. This event will be a club Supersprint with entry open to all Victorian car clubs and held by Ford Four Car Club and Toyota Car Club Australia (Victoria) at Sandown Raceway on Tuesday 7<sup>th</sup> November 2023.

4. The officials of the Event are:

• Clerk of the Course	Bruce Lethborg	ID # 9903255	
• Secretary	Russell Towe	ID # 1900168	
• Assistant Secretary	Darren Colgan	ID # 9729596	Phone on 043 024 5821
• Steward	Nicholas Charrett	ID # 9727109	
• Chief Scrutineer	John Roberts	ID # 9898788	
• Timing	Darren McKemish	ID # 9728101	

5. Entries will open on the publication of these Regulations and close on Monday 6<sup>th</sup> November 2023 at 6pm. The field will be limited to 96 entries and will be accepted in order of receipt. The entry fees shall be - \$250.00 for paid entries received before 1<sup>st</sup> November and \$270.00 for entries received thereafter.

Please send entries into: [competition@tccav.org.au](mailto:competition@tccav.org.au)

The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR (one or both days) or if insufficient entries are received.

6. Drivers must present their current Club Membership and Motorsport Australia Speed/Speed Juniors License or Superior to the Event Secretary of the Event before their cars will be scrutineered. If issued, Motorsport Australia Vehicle Logbook must be presented at Scrutineering.

7. Scrutineering will commence at 8.00 am and finish at 9.30am and all vehicles competing will be scrutinized prior to competition. A compulsory Driver's Briefing must be attended by all drivers at 9:45am. Following driver briefing, an orientation lap will be provided for new competitors to familiarize themselves with the circuit. These orientation laps will be undertaken at road speeds and will be followed by track sessions shortly thereafter.

8. As a sprint no passengers will be allowed, except for juniors with specific permission from the Clerk of Course.

There will be a maximum of 20 cars on the track at any one time. Groups will be allocated. Cars will be grouped into cars / drivers of similar type / speed.

9. It is the Competitor's responsibility to ensure that the competing vehicle complies with the nominated class regulations and all safety requirements. Failure to do so may result in the vehicle being re-classified or excluded by the Chief Scrutineer. As a timed Sprint the following classes shall apply.

Category A – Road Registered ( <i>inc. Club Plates</i> )		Category B – Modified Production Cars	
A1	0 – 1600cc	B1	0 – 1600cc
A2	1601 – 2000cc	B2	1601 – 2000cc
A3	2001 – 4000cc	B3	2001 – 4000cc
A4	4001cc and over	B4	4001cc and over
Category C – Modified Sedans		Category D – Production Sports Cars (Group 2B and 2F)	
C1	0 – 1600cc	D1	0 – 1600cc
C2	1601 – 2000cc	D2	1601 – 2000cc
C3	2001 – 4000cc	D3	2001 – 4000cc
C4	4001cc and over	D4	4001cc and over

10. This Event shall be open to all vehicles conforming to Schedule A and B of the Motorsport Australia Manual.

For All Vehicles cars, the minimum requirements include:

- Secondary bonnet closure for all vehicles except those with forward hinged bonnets and Road Registered / club plated automobiles. (or where original catches are removed.)
- All forward facing glass (apart from windscreen) covered by plastic / taped
- A safety belt or harness as prescribed in Schedule I of the Motorsport Australia Manual.
- A fire extinguisher conforming to Schedule H of the Motorsport Australia Manual. (AS 1841 [except 1841.2]) fitted with HT bolts and removable by the driver seated with the belts undone.
- All removable objects (including tools, jacks, spare wheels and wheel trims) must be removed from the vehicle.
- All competing vehicles are required to have an effective muffler in the exhaust system – Noise limit to 75dB
- Numbers are to be displayed during the course of the competition on both sides of the vehicle.



- h. Fuel shall comply with Schedule G of the Motorsport Australia Manual.
  - i. All open vehicles must have an approved roll bar.
11. 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 Motorsport Australia Manual.
    - iii. A Safety belt or harness as prescribed in Schedule I of the 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 Log Book 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 as per the previous 2 points above.
  - b. Drivers of open vehicles must wear approved helmet (with visor) or goggles.
  - c. Numbers will be supplied by the organizers and need to be displayed during the course of the competition but must be removed or covered before being used on public roads.
  - d. No Passengers are allowed in competing vehicles.
  - e. Only with the approval of the Clerk of the Course shall an inexperienced junior driver 'be permitted to carry an instructor in non-competitive/untimed activity.
  - f. Any Competitor exceeding 10kph in the Pits/Paddock may be excluded.
  - g. No re-runs will be permitted for driver error or mechanical failure.
  - h. Any Competitor who after leaving the track re-joins at a dangerous manner or with the wheels spinning may be excluded.
  - i. **Any Competitor who causes damage to the Sandown property is responsible for any charges and/or costs to rectify the property.**
12. Flags to be used are: Red; Yellow; Checkered; Black
13. **Noise level is limited to 75 dB, measured 30 meters from the track (by the track operators). Any minor breaches of this noise limit will require addressing before vehicles can access the track for their next session, however a second or major breach will result in access to the track being prohibited for the remainder of the event.**
- Integrity, Alcohol, Drugs and Other Substances**
- Smoking (which includes e-cigarettes and "vaping") and any naked flame is prohibited within 3 metres of any refuelling/defueling operation. 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](http://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. Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.
14. Protests must be lodged in accordance with the NCR.



**CUP DAY SPRINT ENTRY FORM**

**Tuesday 7th November 2023 SPRINT**



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 SURNAME  
PAYABLE TO FORD FOUR CAR CLUB Inc. Payment Cheque No:.....  
Forward Entries to: THE SECRETARY Money Order No:.....  
[competition@tccav.org.au](mailto:competition@tccav.org.au)

## 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](http://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

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## 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

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