

Come & Try Motorkhana

28th January 2024 – 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 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 (Most) **Entries will be on the day.**

Pre entries are available -

Account Name: FFCC BSB: 033305 Account number: 239566

Please use "G5Practice" and your surname as the reference for your payment

PLEASE ENSURE DIRECT DEPOSITS ARE MADE PRIOR TO THURSDAY 25th January 2024 8pm, to ensure they are received prior to competition start.

Entries to be emailed to ncharrett@yahoo.com.au (prior to 6pm Friday 26th January 2023)

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. BBQ food and 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 For the full Victorian Motorkhana Calendar - <http://www.motorkhanavic.com.au>

MOTORKHANA VIC WEBSITE



MOTORKHANA SUPPLEMENTARY REGULATIONS

Type of Event	Come and Try Motorkhana
Name of Event	2024 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 Motorkhana Standing Regulations, 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. 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. Entries may be refused in accordance with the NCR. The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR. Protests must be lodged in accordance with the NCR.

Date of Event	Sun 28 th January 2023	Permit No.	3	2	4	/	2	8	0	1	/	0	1
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	Sunday 28 th January 12noon								
Maximum entries	60			Entry fees	\$20 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 . Separate Drivers Briefing(s) will be given for new Motorkhana Come & Try Competitors (upon entry) throughout the Event.												
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 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 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.												

Other Conditions	No awards/results will be provided. This will be an Untimed Event.
Integrity, Alcohol, Drugs and Other Substances	<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>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.</p> <p>Any Participant including the holder of a Motorsport Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, an Australia y 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>Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day. .</p>
Insurance	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



2024 Non Speed Series Entry Form

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

— —

Event Entry

Self-Scrutiny Statement of Vehicle Compliance

TSP03EE



Competitor

Competitor - I being the competitor of the vehicle described on the Entry Form and being legally authorised to enter the vehicle described, hereby declare that the vehicle and all related equipment and components necessary for participation in this event shall be presented at all times and in every respect in a condition suitable for use in this activity. I have caused the vehicle to be inspected according to a maintenance schedule which I have developed and declare that it is free from mechanical defects, be they of preparation or structural integrity, that may render the vehicle unsafe for the proposed activity. I acknowledge that where any aspect of the vehicle or related equipment and components is found, by the Chief Scrutineer,

- to be in breach of the Motorsport Australia National Competition Rules (NCR) and/or the Regulations of the Event; or
- to be subject to a serious mechanical defect,

that I may be subject to penalties under the NCR.

My signature below indicates my acceptance of the above declaration.

Driver, Co-Driver/Navigator

I/we being the named driver/co-driver/navigator of the vehicle described on this form hereby declare that I/we have been fully briefed by the competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition, and are satisfied that the vehicle is safe and suitable for the intended competition and that my/our competition apparel is in compliance with the NCR; Schedule D – Apparel.

My/our signature/s below indicate acceptance of the above declaration.

The Event

EVENT NAME

DATE - -

PERMIT NO.

as per the Supplementary Regulations.

Declaration

COMPETITOR NAME

COMPETITOR SIGNATURE

DRIVER 1 NAME

DRIVER 1 SIGNATURE

DRIVER 2, CO-DRIVER OR NAVIGATOR NAME

DRIVER 2, CO-DRIVER OR NAVIGATOR SIGNATURE

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 his or her own risk.

SIGNATURE

DATE - -

Vehicle issued with a Motorsport Australia Log Book - Recent Competition and Scrutiny Audit History

For a vehicle that is issued with a Motorsport Australia Vehicle Log Book the Competitor must complete the following table showing the Competition and Scrutiny history of the vehicle described above for the last five relevant Events as shown in the Vehicle Log Book. If at the time of completion of this declaration the vehicle is entered into another Event yet to be held, please indicate in the space provided.

DATE	VENUE	SCRUTINY AUDIT CONDUCTED	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		OTHER EVENT - YET TO BE HELD	