**AUTHORITY:** The Event is a **Club Motorkhana** conducted under the FIA International Sporting Code including Appendices, the National Competition Rules (NCR) of Motorsport Australia, the Motorkhana Standing Regulations, 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](http://www.motorsport.org.au). The Motorsport Australia Permit Number for the event is **323/3007/05**.

**PROMOTER/ORGANISER:** The promoter and organiser of the event is the Maffra & District Car Club Incorporated, P.O. Box 139, Maffra, 3860. Telephone: 0431 846 137.

**VENUE:** Boisdale Hillclimb Track, 239 Boisdale-Newry Road Boisdale VIC. The surface is gravel.

**DATE OF EVENT:** Sunday, 30h July 2023

**OFFICIALS OF THE EVENT:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Position** | **Name** | **Phone** | **Licence No.** |
| Clerk of the Course | Gary Cook | 0409 407 875 | 885762 |
| Chief Scrutineer | Adrian Britton | 0418 561 053 | 9924233 |

**ENTRIES:** The Event is open to financial members of a club affiliated with Motorsport Australia and who are holders of a Motorsport Australia Speed/Speed Junior licence (or higher). Entries open upon publication of these Supplementary Regulations and will **close at 7 pm on Friday, 28th July 2023**. The **entry fee is** **$15** for both senior and junior drivers. Entries should be made on-line via the MADCC website. No entries will be accepted on the day. Payment should be made via direct deposit to the Maffra & District Car Club Incorporated bank account. Competitor name should be usedas the reference for these deposits. 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). Maximum number of entries is 40, accepted in order of receipt. The promoter reserves the right to refuse entries in accordance with the NCR.

**SCRUTINY:** Scrutiny will be held at the venue between 9-15 am and 9-45 am. All cars must comply with Motorsport Australia Group 4H and General Requirements for Cars and Drivers, Schedule A requirements as stated in the Motorsport Australia Manual. All cars must be adequately muffled to comply with Motorsport noise emission requirements. The drivers name should be displayed on both sides of the car during competition. Fuel shall be in accordance with Schedule G of the Motorsport Australia Manual.

**MUDFLAPS:** All vehicles fitted with winter tread, bar tread, mud & snow, rally or hand cut tyres must have mudflaps fitted to cover all driven wheels. These mudflaps must be of a suitable rigid material and completely obscure the tyre profile to within 80 mm of the ground. It is strongly encouraged that all other vehicles be fitted with effective mudflaps.

**APPAREL:** All participants are required to wear apparel, including helmets (Specials only), that complies with Schedule D of the Motorsport Australia Manual whilst competing.

**SCHEDULE:** Competitors should aim to arrive at the venue by no later than 9-15 am. The Event Drivers Brief will be conducted at 9-45 am at the JDP hut. Competition is expected to commence by 10-00 am.

**TIMING:** Timing is by hand held stop watch. The time keeper(s) will be a Judge of Fact for this event. Re-runs may be permitted at the absolute discretion of the Clerk of Course but will not be permitted for mechanical breakdowns or driver error.

**COMPETITION & PENALTIES:** Tests will be chosen from the Motorsport Australia Motorkhana Test Booklet and will be emailed to all competitors prior to the commencement of competition. A minimum number of 4 and a maximum number of 10 tests will be conducted. Placings will be decided on the aggregate of elapsed times on the tests completed, plus any penalties. The winner/s willbe the driver/s having the lowest aggregate, including any penalties, at the completion of competition. Penalties will be applied in accordance with the Motorkhana Standing Regulations.

**CLASSES & AWARDS:**

|  |  |
| --- | --- |
| **Classes** | **Notes** |
| FWD | Production front wheel drive vehicles fitted with standard road tyres. |
| RWD | Production rear wheel drive vehicles fitted with standard road tyres. |
| 4WD | Production four-wheel drive vehicles. |
| Ladies |  |
| Rally Tyres | FWD and RWD production vehicles fitted with winter tread, bar tread, mud & snow, rally or hand cut tyres. |
| Specials | As defined in current MA Manual of Motor Sport Group 4H (3). |
| Juniors under 15 | Age as at 1 January 2023. |
| Juniors under 18 | Age as at 1 January 2023. |

Production vehicles are defined in the Motorsport Australia Manual Group 4H (2). The Clerk of Course reserves the right to reclassify vehicles at his discretion. A certificate or award will be presented to the winner of each class, and the outright winner, where there is more than one competitor entered. Drivers must be a minimum of 12 years of age on the date of the event. Drivers who turn 12 years of age after 1 January 2023, but prior to this event, will be included in Junior <15 class.

**PASSENGERS:** Inexperienced junior drivers may be accompanied by their parent / guardian for the purpose of instruction and guidance in accordance with the Motorkhana Standing Regulations.

**ABADONMENT:** The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR. In the advent of inclement weather conditions competitors should contact the Clerk of Course to confirm the event’s status.

**PROTESTS:** Protests must be lodged in accordance with the NCR.

**SMOKING:**

Smoking (which includes e-cigarettes and “vaping”) and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

**INTEGRITY:**

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.

**RESULTS:** Results will be e-mailed where an address is supplied.

**CANTEEN:** The canteen will be in operation.

**Held under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia.**

**DRIVER 1**  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POSTCODE \_\_\_\_\_\_\_\_\_\_\_

AGE on 01 JAN 23 (JNR ONLY) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLASS \_\_\_\_\_\_\_\_\_\_\_\_\_

 LICENCE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLUB \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMERGENCY CONCTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMERGENCY CONTACT PHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DRIVER 2**  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POSTCODE \_\_\_\_\_\_\_\_\_\_\_

AGE on 01 JAN 23 (JNR ONLY) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLASS \_\_\_\_\_\_\_\_\_\_\_\_\_

 LICENCE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLUB \_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMERGENCY CONCTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMERGENCY CONTACT PHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DRIVER 3**  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POSTCODE \_\_\_\_\_\_\_\_\_\_\_\_

AGE on 01 JAN 23 (JNR ONLY) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLASS \_\_\_\_\_\_\_\_\_\_\_\_\_

 LICENCE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLUB \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMERGENCY CONCTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMERGENCY CONTACT PHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VEHICLE** MAKE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MODEL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 COLOUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMAIL ADDRESS**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RISK WARNING AND ASSUMPTION OF RISK**

**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 & INDEMNITY**

In exchange for being able to attend or participate in the Motorsport Activities, **I agree**:

* to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
	+ my **death**;
	+ any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
	+ the contraction, aggravation or acceleration of a **disease**;
	+ the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
	+ that is or may be harmful or disadvantageous to me or the community; or
	+ that may result in harm or disadvantage to me or the community,

howsoever arising from my participation in or attendance at the Motorsport Activities;

* to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
* to attend at or participate in the Motorsport Activities at my own risk.

I understand that:

* nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
* nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
* nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
* nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
* Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia’s insurance arrangements, this document and my own circumstances.

**Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:**

Under the Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

* Death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
* Contraction, aggravation or acceleration of a disease of an individual; or
* The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of Motorsport Australia and the Entities.

**WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES HELD IN VICTORIA**

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

* are rendered with due care and skill;
* are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
* might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier’s part. “Gross negligence” in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012.**

**WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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](http://www.cbs.sa.gov.au)

**DEFINITIONS**

1. “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;
2. “Entities” means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia’s public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
3. “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;
4. “Motorsport Australia” means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
5. “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;
6. “Recreational Services” means (unless otherwise defined in this document) services that consist of participation in:
	1. a sporting activity; or a similar leisure time pursuit or any other activity that:
		1. involves a significant degree of physical exertion or physical risk; and

is undertaken for the purposes of recreation, enjoyment or leisure.

**DECLARATION**

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by Motorsport Australia and the Entities. I agree to comply with all policies, rules, regulations and directions of Motorsport Australia and the Entities in relation to this event.

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

|  |  |  |  |
| --- | --- | --- | --- |
| **Person** | **Signature** | **Name** | **Date** |
| **Competitor** |  |  |  |
| Witness |  |  |  |
| **Driver** |  |  |  |
| Witness |  |  |  |
| **Driver 2** |  |  |  |
| Witness |  |  |  |
| **Driver 3** |  |  |  |
| Witness |  |  |  |

*For persons under the age of 18 years the following parent/guardian consent must be completed.*

**PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD**

I …………………………………… of [Address] ………………………………………………… am the parent/guardian\* of the above-named ("the minor") who is under 18 years old. 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/participating in\* the event at his/her own risk.

**\*** *Delete whichever does not apply*

Signed………………………………………………… Parent/Guardian**\*** Date…………………………

Witness.................................. Date: ..............................

Name and address of witness: ……………………………………………………………………………………………………....