

**MAFFRA & DISTRICT CAR CLUB INCORPORATED**  
**CLUB KHANACROSS – SUNDAY, 28<sup>th</sup> AUGUST 2022**  
**SUPPLEMENTARY REGULATIONS**

**AUTHORITY:** The event is a **Club Khanacross** conducted under the FIA International Sporting Code including Appendices, the National Competition Rules (NCR) of Motorsport Australia, the Khanacross Standing Regulations, the Motorsport Australia Motor Sport Passenger Ride Activity Policy, these Supplementary Regulations, and any Further Regulations that may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au). The Event will be compliant with Motorsport Australia Return to Racing COVID-19 Strategy and the approved COVID-19 Event and Venue Plan. The Motorsport Australia Permit Number for the event is **322/2808/05**.

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

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

**DATE OF MEETING:** Sunday, 28<sup>th</sup> August 2022.

**OFFICIALS OF THE MEETING:**

Position	Name	Phone	Licence No.
Clerk of the Course	Gary Cook	0409 407 875	885762
Chief Scrutineer	Gary Cook	0409 407 875	885762

**ENTRIES:** The event is open to financial members of a club affiliated with Motorsport Australia and who are holders of a Motorsport Australia Speed/Junior licence (or higher). **Entries open upon publication of these Supplementary Regulations and will close at 11:59 pm on Friday, 26<sup>th</sup> August 2022. The entry fee is \$20 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 used as 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 of the current Motorsport Australia Manual.

**SCRUTINY:** All cars must comply with Motorsport Australia Group 4K and General Requirements for Cars and Drivers, Schedule A requirements as stated in the current Motorsport Australia Manual. All cars must be adequately muffled to comply with Motorsport Australia 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 current Motorsport Australia Manual.

**MUDFLAPS:** Rally tyres are allowed, however where used the vehicle must have mudflaps fitted to cover all driven wheels. Front wheel drive vehicles using rally tyres must have mudflaps fitted to all 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.

**DRIVER SAFETY:** Drivers and permitted passengers must wear a helmet to a standard listed in Schedule D of the current Motorsport Australia Manual and deemed by the Scrutineers of the Event to be in a suitable condition for use in motor sport. Drivers must wear ankle to wrist non-flammable clothing, suitable footwear and a properly fastened seat-belt whilst competing. All apparel shall comply with Schedule D of the current Motorsport Australia Manual.

**SCHEDULE:** Competitors should aim to arrive at the venue by no later than 9-15 am. Scrutiny will occur in the pit area between 9-25 am and 9-50 am. The event Drivers Brief will be conducted at 9:55 am. Competition is expected to commence at approximately 10-15 am following the completion of a Reconnaissance run.

**TIMING:** Timing will be by hand held stop watch. The Timekeeper(s) and Safety Official(s) shall be Judges of Fact for this Event. Re-runs may be permitted at the absolute discretion of the Clerk of the Course but will not be permitted for mechanical breakdowns or driver error.

**COMPETITION & PENALTIES:** A minimum number of four and a maximum number of six tests will be conducted. Placings will be decided on the aggregate of elapsed times on the tests completed, plus any penalties. The winner/s will be the Driver/s having the lowest aggregate, including any penalties, at the completion of competition. Penalties will be applied in accordance with the Khanacross 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 fitted with standard road tyres.
Ladies	
Rally Tyres	FWD, RWD & 4WD production vehicles fitted with winter tread, bar tread, mud & snow, rally or hand cut tyres.
Specials	As defined in current Motorsport Australia Manual Group 4H (3).
Junior <15	Age as at 1 January 2022.
Junior <18	Age as at 1 January 2022.

Production vehicles are defined in the current Motorsport Australia Manual Group 4H (2). The Clerk of the Course reserves the right to reclassify vehicles at his discretion.

The minimum age to compete in the event is 12 years of age. Drivers 12 and 13 years of age must be accompanied on each test by the Junior Driver's Parent / Guardian. Inexperienced Junior Drivers older than 13 years of age may seek approval from the Clerk of the Course for a Parent / Guardian to accompany them. It is recommended that Junior Drivers gain experience in several Motorshans prior to competing in a Khanacross. A certificate or award will be presented to the winner of each class and the outright winner.

**ABANDONMENT:** If necessary abandonment, postponement, or cancellation will be in accordance with the NCR of the current Motorsport Australia Manual. In the advent of inclement weather conditions competitors should contact the Clerk of Course to confirm the event's status.

**ALCOHOL DRUGS AND OTHER SUBSTANCES:** The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at [www.motorsport.org.au](http://www.motorsport.org.au).

**RESULTS:** Results will be e-mailed where an address is supplied. Results can be mailed where stamped and self-addressed envelopes are provided by the entrant.

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

**MSPRA:** 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.

MAFFRA & DISTRICT CAR CLUB INCORPORATED ENTRY FORM

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 22 (JNR ONLY) \_\_\_\_\_ CLASS \_\_\_\_\_  
 LICENCE NO. \_\_\_\_\_ CLUB \_\_\_\_\_  
 EMERGENCY CONTACT \_\_\_\_\_  
 EMERGENCY CONTACT PHONE NUMBER \_\_\_\_\_

**DRIVER 2** NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_ POSTCODE \_\_\_\_\_  
 AGE on 01 JAN 22 (JNR ONLY) \_\_\_\_\_ CLASS \_\_\_\_\_  
 LICENCE NO. \_\_\_\_\_ CLUB \_\_\_\_\_  
 EMERGENCY CONTACT \_\_\_\_\_  
 EMERGENCY CONTACT PHONE NUMBER \_\_\_\_\_

**DRIVER 3** NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_ POSTCODE \_\_\_\_\_  
 AGE on 01 JAN 22 (JNR ONLY) \_\_\_\_\_ CLASS \_\_\_\_\_  
 LICENCE NO. \_\_\_\_\_ CLUB \_\_\_\_\_  
 EMERGENCY CONTACT \_\_\_\_\_  
 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**

**MAFFRA & DISTRICT CAR CLUB INCORPORATED ENTRY FORM**

**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**

- a. "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;
- b. "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;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- e. "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;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:

- a. a sporting activity; or
- b. a similar leisure time pursuit or any other activity that:
  - i. involves a significant degree of physical exertion or physical risk; and
  - ii. is undertaken for the purposes of recreation, enjoyment or leisure.

I declare that I:

- Have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- Am not currently experiencing any symptoms of COVID-19;
- Have not been in contact with a known COVID-19 positive case in the previous 14 days; and
- Have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- Have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

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**

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