

Speed/Non-Speed Entry Form

CLUB LOGO HERE



OFFICE USE ONLY

CLASS CAR NUMBER

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia

EVENT NAME
ORGANISER/CLUB PERMIT NO.
VENUE DATE

Competitor (Car Owner)

SURNAME
GIVEN NAMES
LICENCE NO.
ADDRESS
SUBURB STATE POSTCODE
EMAIL
MOBILE PHONE
EMERGENCY CONTACT NAME
EMERGENCY CONTACT NUMBER
COMPETITORS' SIGNATURE (CAR OWNER) DATE - -

Driver 1

SURNAME
GIVEN NAMES
LICENCE NO.
DRIVERS' CLUB
ADDRESS
SUBURB STATE POSTCODE
EMAIL
MOBILE PHONE
EMERGENCY CONTACT NAME
EMERGENCY CONTACT NUMBER
COMPETITORS' SIGNATURE (DRIVER 1) DATE - -

Driver 2

SURNAME	<input type="text"/>		
GIVEN NAMES	<input type="text"/>		
LICENCE NO.	<input type="text"/>		
DRIVERS' CLUB	<input type="text"/>		
ADDRESS	<input type="text"/>		
SUBURB	STATE	POSTCODE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL	<input type="text"/>		
MOBILE	PHONE		
<input type="text"/>	<input type="text"/>	<input type="text"/>	
EMERGENCY CONTACT NAME	<input type="text"/>		
EMERGENCY CONTACT NUMBER	<input type="text"/>		
COMPETITORS' SIGNATURE (DRIVER 2)	<input type="text"/>	DATE	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>

Description of Car

PREFERRED NO.	<input type="text"/>	MAKE	<input type="text"/>	MODEL	<input type="text"/>	YEAR	<input type="text"/>
REGISTERED NO.	<input type="text"/>	COLOUR	<input type="text"/>	BODY TYPE	<input type="text"/>		
CLASS TYPE	<input type="text"/>		CAPACITY	<input type="text"/>			CC
ENCLOSED PAYMENT FOR	\$	<input type="text"/>	ENTRY FEE \$	<input type="text"/>			
PASSENGER NAME/S	<input type="text"/>						

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.

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 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 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 Motorsport 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

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, pit crew, delegates, licence holders, representatives, 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.

Fit and Proper Person

I acknowledge and agree that it is a fundamental condition of issue of this licence and its continuing validity that I:

1. have advised Motorsport Australia in writing of any act, omission, fact or circumstance which may affect my ability to be and remain a fit and proper person to hold this licence and exercise the duties and privileges that relate to it;
2. have advised Motorsport Australia in writing if I have been found guilty of or charged with any:
 - a. serious indictable criminal offence; or
 - b. sexual offence, (unless this is a 'spent' or 'annulled'¹ conviction); and
3. undertake to advise Motorsport Australia immediately in writing upon any court of competent jurisdiction making any such finding, or upon being charged with any such offence.

I acknowledge and agree that Motorsport Australia may, in its absolute discretion (subject to this clause) refuse to issue, suspend or withdraw this licence at any time should Motorsport Australia reasonably form the view that I may not be, or am not, a fit and proper person to be granted or hold this licence and/or exercise any of the duties and/or privileges that arise from, or relate, to it, however I understand that before a licence is refused, suspended or withdrawn by Motorsport Australia I will be afforded the opportunity to address the Motorsport Australia Board in writing on the proposed refusal, suspension or withdrawal.

¹ As determined by the Crimes Act 1914 (Cth), Criminal Records Act 1991 (NSW), Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld), Spent Convictions Act 2000 (ACT), Criminal Records (Spent Convictions) Act 1992 (NT), Spent Convictions Act 1988 (WA) and/or the Annulled Convictions Act 2003 (Tas) (including their successors and replacements.)

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER

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 as a condition of continuing to hold a licence. 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.

**COMPETITOR'S
SIGNATURE
(CAR OWNER)**

SIGN HERE

DATE - -

**1ST DRIVER'S
SIGNATURE**

SIGN HERE

DATE - -

**2ND DRIVER'S
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 his or her own risk.

SIGN HERE

DATE - -

Self-Scrutiny Checklist

Autotest



Event Details

EVENT	<input type="text"/>		
DATE	<input type="text"/>	-	<input type="text"/>
EVENT TYPE	<input type="text"/>		

Vehicle Details

VEHICLE NO.	<input type="text"/>	LOG BOOK NO.	<input type="text"/>	REGISTRATION/ PERMIT NO.	<input type="text"/>
GROUP/CLASS	<input type="text"/>	VEHICLE YEAR	<input type="text"/>		
VEHICLE MAKE	<input type="text"/>	VEHICLE MODEL	<input type="text"/>		

Checklist - please tick (Strike through all Non-Applicable items – dependent on Autotest Activity)

Regulation Compliance

Motorsport Australia Manual – Schedule A	<input type="checkbox"/>		
National Motorkhana Code	<input type="checkbox"/>	Drift Practice – Standing Regulations for Drifting	<input type="checkbox"/>
National Khanacross Code	<input type="checkbox"/>	Group 4H – Motorkhana Cars	<input type="checkbox"/>
Observed Section Trial	<input type="checkbox"/>	Group 4K – Khanacross Cars	<input type="checkbox"/>
Burnout Standing Regulations			
Comments			

Vehicle General Condition

Steering System	<input type="checkbox"/>	Exhaust System (condition/noise)	<input type="checkbox"/>
Brakes	<input type="checkbox"/>	Throttle Return Spring	<input type="checkbox"/>
Fluid Levels/Leaks	<input type="checkbox"/>	Tow Points	<input type="checkbox"/>
Battery Secure/Covered	<input type="checkbox"/>	Wheels and Tyres	<input type="checkbox"/>
Comments			

Vehicle General Safety

(dependent on Autotest Activity)	
Fire Extinguisher and mounting	<input type="checkbox"/>
Safety Cage and Padding	<input type="checkbox"/>
Fluid Levels/Leaks	<input type="checkbox"/>
Safety Harness (seatbelt) and Mounting	<input type="checkbox"/>
Seat and Mounting	<input type="checkbox"/>
Interior – condition/no loose items etc.	<input type="checkbox"/>
Comments	

Motorsport Australia Manual – Schedule D – Apparel (where applicable)

Driver 1		Driver 2	
Helmet	<input type="checkbox"/>	Helmet	<input type="checkbox"/>
Overalls/Outerwear	<input type="checkbox"/>	Overalls/Outerwear	<input type="checkbox"/>
Footwear	<input type="checkbox"/>	Footwear	<input type="checkbox"/>
Goggles/Visor	<input type="checkbox"/>	Goggles/Visor	<input type="checkbox"/>

Self-Scrutiny Checklist Declaration

The completion of the checks described on this form is for the sole purpose of acceptance into Motorsport Australia competition. It does not constitute a check or confirmation that the vehicle is in compliance with the relevant Motorsport Australia NCR or event regulations.

By completing this checklist, the competitor acknowledges that they are presenting the vehicle in compliance with the Motorsport Australia Manual, including the NCR and all relevant regulations specific to the vehicle and event. This includes any necessary check of apparel as to be used in that vehicle by each Driver or Co-Driver/Navigator.

COMPETITOR NAME

COMPETITOR 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	<input type="text"/>	COMPETITOR SIGNATURE	SIGN HERE
DRIVER 1 NAME	<input type="text"/>	DRIVER 1 SIGNATURE	SIGN HERE
DRIVER 2, CO-DRIVER OR NAVIGATOR NAME	<input type="text"/>	DRIVER 2, CO-DRIVER OR NAVIGATOR SIGNATURE	SIGN HERE

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.

SIGN HERE

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
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> OTHER EVENT - YET TO BE HELD

Please Note: This form must be submitted with the event entry form and a completed **Self Scrutiny Checklist** for the event discipline (Race/Rally/Speed/Autotest etc.)