

**The Sprite Car Club of Australia
CSCA Super Sprint Round 2**

Saturday 23rd April 2022

**Sydney Motorsport Park, Amaroo Circuit
(Eastern Creek Raceway
South Circuit)**





2022 SUPPLEMENTARY REGULATIONS FOR NSW CLUB & MULTICLUB SUPERSPRINTS

1. **Authority:**
The event will be conducted under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia, the Speed Event Standing Regulations, the The Motorsport Australia Motor Sport Passenger Ride Activity (MSPRA) Policy the Motorsport Australia Come and Try Policy, these Supplementary Regulations and any further Supplementary Regulations or Bulletins which may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1st, Integrity & Legal and Risk Management Policies. This Event will be conducted under and in accordance with any and all of the current Motorsport Australia COVID-19 Return to Race strategy requirements, which can be found on the Motorsport Australia website at www.motorsport.org.au. Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the event. Further details can be found in the Motorsport Australia Insurance Handbook, available at www.motorsport.org.au.
2. **MOTORSPORT AUSTRALIA Permit No:** [222/2304/02](#)
3. **Organising Club** [The Sprite Car Club of Australia \(SCCA\)](#)
4. **Type of Event** [Club Supersprint. Round 2 of CSCA Series for 2022](#)
5. **Date.** [Saturday 23rd April 2022](#)
6. **Venue.** [South Circuit, Sydney Motorsport Park](#)
Location [Blacktown NSW](#)
Fuels available at circuit [Fuel not available](#)
7. **Track Surface:** [Bitumen](#) **Track Length:** [1.8 kms](#) **Direction:** [Anti-clockwise](#)
8. **Officials.**

Clerk of the Course:	Leah Holden	ID #1035160	Grade: Bronze
Phone: Mob.	0417 069 917		
Event Secretary:	David Baigent	ID # 1035128	Grade: Bronze
Address	PO Box 696 Kingswood, NSW 2747		
Phone:	0407 1377 76		
Chief Steward:	Barry Cockayne	ID # 9877074	Grade: Gold
Chief Scrutineer:	David Healy	ID # 9767169	Grade: Gold
Chief Timekeeper:	Eldee Timing Solutions Lisa Drayton	ID # 9766753	Grade: Gold
COVID Checker:	Graham Wells	ID # 1034473	Grade: Bronze

9. Event Format

Cars will be divided into groups of Vehicles based on previous lap times recorded at the same circuit in the same vehicle. Group 1 will be for Open Wheel and Clubman Style Vehicles (lightweight with little protection). Where possible similar types of vehicles will be grouped together. In the event that a Driver has not competed at the track before, he/she will be placed initially in a slower group to determine their appropriate group, or if times are available from another circuit then they may be placed in a group relative to those lap times.

ALL VEHICLES will be Gridded Fastest to Slowest

Cars will be started in single file up to 2 seconds apart. Cars must not overtake another car until such time as they first pass the start/finish line EXCEPT in the case where another Driver indicates that he/she can be overtaken. There will be a maximum of 14 Vehicles per run

Each run will comprise of a Minimum of 6 minutes, from the time the first Competitor passes the timing point, with the time for the fastest single lap being used for results. This will NOT include the warm up and cool down laps

Proposed **minimum number of runs on the day** 4

(Note: The Event will not be concluded when this minimum is achieved. Event will only be concluded early for safety reasons or if no Competitors available)

Note: Grouping of cars to form a 'mini-race' anywhere on the circuit is NOT permitted, and action will be taken by the Clerk of the Course if such an incident takes place.

10. First Time Drivers at a Supersprint.

If this is your first time competing in a Supersprint, you will be placed initially in a slower (or the slowest) group.

Please contact the event secretary at least 1 week prior to the event via email or phone if this is your first Supersprint.

11. Entries.

- a) Maximum number of Driver entries for the Event:... 100..... Reserves: 5...
 - b) Maximum number of Drivers per Competitor 2. Dual entry of Drivers will be at the discretion of the organising club.
 - c) Members of the following invited clubs are eligible to enter
 - Austin Healey Morgan Owners Club
 - Club Lotus Australia Triumph Sports Owners Club
 - Sprite Car Club of Australia Jaguar Drivers Club of Australia
 - MG Car Club Limited (Sydney) MG Car Club (Newcastle)
- Plus other [Motorsport Australia](#) affiliated car clubs at the discretion of the secretary.

- d) **General Opening Date** 21st March 2022

Entry Fee \$190 using [Motorsport Australia Event Entry](#)
 + \$17 if Hiring a Dorian Timing Unit
 + \$10 if purchasing Dorian mounting bracket

Payments are to be made via Direct Deposit or by Motorsport Australia Credit Card facility

Motorsport Australia Credit Card payment system is available through Motorsport Australia Event Entry, the organising club will absorb the CC transaction fee

For Direct Deposit payments – Account details below

[Sprite Car Club of Australia Inc](#)

[BSB 062 452](#)

[Acc. No. 1022 8025](#)

[Please add in the Description: CSCA + Your Name \(e.g. John Citizen\)](#)

- e) Closing Date **19th April 2022**
- f) Entries will only be accepted via, the Motorsport Australia Event Entry website. This method is completely paper-less. There is nothing to post
- g) Entries from Drivers between 15 and 18 years of age must be counter-signed/consented by a parent or legal guardian on the official entry form.
- h) The Organisers reserve the right to refuse any entry without giving a reason in accordance with the NCR's of the current Motorsport Australia Manual. An email confirming acceptance of entries will be sent to each Competitor (only for entries received more than 5 days before the event)
 - a) If a Competitor advises the event secretary that he/she is unable to attend the event, the following procedure regarding a refund applies:
 Refunds will be given to Competitors who notify the Event Secretary of their withdrawal up to 4 days before the event. No refund for cancellation after that day. Refunds will be less \$10 for administration.
 - b) Any vehicle presented for scrutineering will for the purpose of the entry be deemed to have competed.

12. Minimum Licences:

Current Motorsport Australia Speed/Speed Junior or a Motorsport Australia Licence of a higher status and a current club membership card of a Motorsport Australia-affiliated Car Club are compulsory and must be produced on the day of the Event or entry will be denied.

13. Drivers Safety.

Approved helmets and apparel, in accordance with Schedule D of the current Motorsport Australia Manual.

- a) All drivers shall wear apparel including helmets which comply with AS1698 or better. Helmets must be in good condition with no visual signs of damage.
- b) **Frontal Head Restraints (FHR)** must be used in accordance with Schedule D Table 1.4 of the 2022 Motorsport Australia Manual, which can be found on the Motorsport Australia website at www.motorsport.org.au; [Schedule D Table 1.4 of the 2020 Motorsport Australia Manual](#).
- c) Non-flammable Clothing must be worn that extends from ankles to neck to wrist. Clothing of flammable synthetic material such as nylon is not acceptable. The onus will be on the competitor to prove that older overalls/suits still have fire-resistant properties and are not impregnated with oil or fuel.
- d) Flame retardant underwear and socks is not mandatory however they are recommended. A Flame-retardant balaclava is not mandatory however, a motor sport standard flame retardant balaclava is recommended.
- e) Shoes compliant with FIA8856-2000 or shoes which completely cover the feet, made entirely of leather or other flame-resistant material must be worn. Shoes which have a leather upper but which includes elasticised ankle regions are acceptable. If drivers choose to wear such flammable materials it must be at their own risk.
- f) Gloves are not mandatory, however the use of FIA- standard flame-retardant gloves are strongly recommended. See g) below also.
- g) For a driver of an open car, a full-face helmet is highly recommended. Goggles or a visor with a lens material other than glass (ie to AS1609- 1981) are mandatory as are leather or Nomex gloves which entirely cover the hands.

14. Vehicle Categories & Classes

As proposed on attachment marked "2020 CSCA CLASS TABLE"

Note: Rotary and forced induction engines are subject to capacity multipliers as follows:

Rotaries – multiply by 1.8

Forced Induction – multiply by 1.7

Forced Induction Rotaries – multiply by 3.06

Note: The Organisers may re-classify any vehicle if they believe it is not eligible for the class in which it has been entered.

15. Scrutineering Requirements.

- a) All vehicles are to be available for random scrutiny and must comply with Schedules A & B of the Motorsport Australia General Requirements for Automobiles (as specific in the current Motorsport Australia Manual), including:
- A fire extinguisher to Motorsport Australia requirements fire extinguisher with a minimum capacity of 900g meeting AS1841 and fitted within reach of the Driver. Must have been serviced within 3 years of the manufacture date. Refer Schedule H of the current Motorsport Australia Manual.
 - A blue triangle, 150mm on each side, mounted to indicate the battery location.
 - A secondary method of securing the bonnet. **Note!** Road Registered cars fitted with the original manufacturers 2 stage bonnet fastening system are considered to have two securing systems.
 - All forward facing glass lenses to be completely covered by a protective film.
 - All loose objects are to be removed from the car.
 - The battery is to be firmly clamped.
 - Vehicles that have been issued with a Motorsport Australia Log Book must present the Log Book at Registration and Scrutiny.
- b) **Competition numbers are to be positioned on both doors of the vehicle and of a height no less than 28centimetres and must be clearly legible to the timekeeper / flag marshals / all officials around the track and be of a contrasting colour to the surrounding bodywork. Numbers must not be on glass. Dual entry numbers must be shown to the Scrutineer. Self-adhesive numbers will be available for purchase on the day at documentation. Cost is \$2.50 each. Refer Schedule K of the current Motorsport Australia manual.**
- c) Drivers and vehicles must be presented in a clean and tidy manner, completely ready for the track, including the driver's apparel and helmet. Any tyre or component changes to the vehicle after scrutiny must be approved by the Chief Scrutineer before the vehicle is taken onto the track.
- d) Any vehicle found to be leaking oil or fluids whilst competing, will be suspended from the event until the Chief Scrutineer / Clerk of Course is satisfied that action has been taken to rectify the leak. Should there be a re-occurrence of the leak, then the vehicle will be excluded from the remainder of the event.
- e) All vehicles must be fitted with towing eyes/points, or a similar device on both front & rear, to allow for the speedy removal of a vehicle from a 'sand trap', or removal from the circuit in the case of a mechanical failure. **Competitors acknowledge by entering this event, that vehicles may sustain some damage during a recovery, especially if no tow hook is present.**
- f) **All video cameras, data loggers & other electronic devices must be securely fixed to the vehicle in accordance with the manufacturer's instructions. Where suction cups are used, a secondary tether sufficiently strong enough to prevent the item moving within the vehicle, must be used. The Chief Scrutineer will be deemed a Judge of Fact on the approval of any fitting inside the cabin. Cameras must be fitted and approved at pre-event scrutiny. The Event Organiser reserves the right to impound such cameras in event of a Critical Incident.**
- g) **NOTE: Electric/Hybrid Vehicles (EV) have an additional checklist of scrutiny requirements which include:**
- **Signage to identify vehicles as an EV,**
 - **Location of high voltage (HV) components,**
 - **Emergency Stop that cuts all vehicle power supply**
 - **Fire extinguisher that meet AS 1841.5 and be of minimum 2.0 kg total capacity.**
- Refer to Schedule H of current Motorsport Australia manual.**
- h) Fuel must be in accordance with Schedule G of the current Motorsport Australia Manual.

16. Noise.

Maximum Noise Limit: 95 dba at 30 metres.

Any car found to exceed the maximum noise emission limit will be suspended from the event until the Chief Scrutineer / Clerk of the Course is satisfied that action has been taken to bring it within the limit. Any vehicle that exceeds the limit on two runs will be excluded from the remainder of the event. If a vehicle exceeds the noise limit on any lap or laps within a run then only those laps in which the vehicle conformed to the requirements will be allowed for the purpose of the results.

17. Pre-Event Scrutineering at Circuit

There will be no on-circuit routine vehicle scrutiny. Each driver is required to perform their own self-scrutiny of vehicle and apparel and submit a completed, signed Motorsport Australia Self-Scrutiny Checklist to the event secretary via electronic means at least 7 days before the event. A blank template will be emailed to each entrant.

18. **Drivers' Briefing**
Gathering of drivers for the briefing is not permitted. An electronic drivers' briefing document will be issued to each entrant prior to the event. Further information will be given on the day using the public address speaker system to avoid gathering of people. Driver sign-on sheet will not be used at this event.
19. **Event Schedule.** Start time 9:00 am Finish time ...4.30 pm
It is requested that all vehicles in Group 1 form their vehicles up on the dummy grid from 8:45am so that there is no delay to the start of the Event.
20. **Replacement Vehicles.** At the sole discretion of the Clerk of the Course, a Driver whose vehicle has broken down may use a replacement vehicle. The replacement vehicle must have been scrutineered, and preferably be in the same class and type as the original vehicle. Where the original vehicle has recorded a time and the scrutineered replacement is not in the same class and type as the original vehicle, the replacement vehicle will not be eligible for prizes and/or trophies.
21. **Timing Equipment and Accuracy**
Timing will be Dorian timing and to an accuracy of .01 seconds.
Those Competitors who don't have a Dorian Timing unit can hire a unit from the organisers for \$17 per day.
Each Competitor MUST have a Dorian unit
Brackets for affixing to the Vehicle can be purchased at \$12 each, and are HIGHLY recommended
22. **Results**
A set of results will be available to all Competitors within 5 days of the event. Results will be available on the www.natsoft.com.au.
23. **Prizes / Awards.**
Trophies will be awarded as per CSCA guide lines.
24. **Authority of Officials.**
a) Any Competitor or Driver not following a reasonable instruction by an official during the Event may be excluded at the discretion of the Stewards of the Event.

b) The Clerk of the Course is the Judge of Fact and the facts subject to judgement are contained in the Supplementary Regulations, any Further Regulations and current SSP 01 Super sprint Guidelines
25. **Medical Facilities.** ARDC - Ambulance Service Australia
26. **Crash Rescue and Fire Fighting Facilities :** Clark Motorsport Safety
Nathan Clark 0401 504 617
27. **Protests.** Any protests must be made in accordance with the NCR's of the current NCR's.
28. **Postponement/Abandonment/Cancellation.** The organisers reserve the right to postpone, abandon or cancel the Event in accordance with the NCR's of the current Motorsport Australia Manual.
29. **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.
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
30. **Refreshment Facilities available. At the 'Garage' Café above garage 50**
31. **Additions and/or Alterations.**
Any additions and/or alterations to these Supplementary Regulations will be notified to all Drivers in the Final Regulations or during the Drivers' Briefing.

CSCA Class Tables for 2020

	Class AB	Class CD	Class M	Class P	Class R	Class S
Preamble	Classic Performance Cars & Modified Classic Road Cars Pre-1986 & run-on classic road cars with limited modifications permitted	Pre-1986 & run-on classic cars that are generally prepared for competition	Production road cars Post 1985 Excluding 4WD Turbos ¹	Post 1985 modified and performance road cars & pre- '86 cars with post- '85 performance upgrades Excluding 4WD Turbos ¹	"Competition Cars" <i>production race cars, closed and open</i> & 4WD Turbos ¹	"Formula Libre" <i>Open-wheelers, clubman and other kit/limited production cars</i>
Road Registration	Required	Optional	Required	Required	Optional	Optional
Bodywork	Standard appearance & materials. Guards maybe pumped but additional flairs not permitted. Aero screens not permitted Std aero devices permitted	Standard appearance with following modifications allowed: Removable panels free. Flared guards permitted. Aero devices permitted Soft tops maybe removed	Standard appearance & materials. Guards maybe pumped but additional flairs not permitted. Aero screens not permitted Std aero devices permitted	Standard appearance with following modifications allowed: Removable panels free. Flared guards permitted. Aero devices permitted.	Free	Free
Interior	Accessories and functions as original. inc electricals and mechanicals except front seats may be replaced	Free	Accessories and functions as original. inc electricals and mechanicals except front seats may be replaced	Accessories and functions as original. inc electricals and mechanicals except front seats may be replaced	Free	Free
Engine	Replacement pre-1986 engine from same vehicle manufacturer with same number of cylinders and materials as original/optional permitted.	Replacement pre-1986 engine from same vehicle manufacturer	As original Reconditioning allowed Exhaust free.	Replacement engine from same vehicle manufacturer with same number of cylinders and materials as original/optional permitted	Free	Free
Induction	As Original Air filters free	Carburettors free Any pre-1985 fuel injection system offered by vehicle manufacturer permitted Aftermarket forced induction allowed	As Original Air filters free	Injectors free EMS/ECU modifications permitted	Free	Free
Transmission	Gearbox Free. Original LSD permitted	Gearbox Free LSD permitted	Gearbox Free. Original LSD permitted	Free	Free	Free
Suspension	As original plus Camber kits permitted Strut braces permitted Spring rate free Replacement shocks that use original mounting points allowed	Spring rate and shocks free Sway bars maybe added, replaced or deleted Camber kits permitted Wheel track orig. +25mm (1") max	As original plus Camber kits permitted Strut braces permitted Spring rate free Replacement shocks that use original mounting points allowed	Free, so long as wheel track is orig. +25mm (1") max	Free	Free
Brakes	Original configuration Dimensions free Materials free	Free, except ABS not permitted	Original configuration and diameter Materials free	Free	Free	Free
Cooling	Free	Free	Free	Free	Free	Free
Wheels	Original diameter +1" max Original width +1" max Materials free	Original diameter +2" max Original width +2" max Materials free	Original diameter +1" max Original width +1" max Materials free	Original diameter +2" max Original width +2" max Materials free	Free	Free
Tyres	DOT Tyres Minimum aspect ratio: 60	DOT Tyres Aspect ratio free	DOT Tyres Aspect ratio free	DOT Tyres Aspect ratio free	Classes R1-3 = DOT Tyres Classes R4-6 = Non-DOT	Free
Sub-Classes	AB1 0-2000cc AB2 2001-3100cc AB3 over 3100cc	CD1 0-2000cc CD2 2001-3100cc CD3 over 3100cc	M1 0-2000cc M2 2001-3100cc M3 over 3100cc	P1 0-2000cc P2 2001-3100cc P3 over 3100cc	R1 DOT 0 – 2000cc R2 DOT 2001 – 3100cc R3 DOT Over 3100cc R4 Non-DOT 0 – 2000cc R5 Non-DOT 2001-3100cc R6 Non-DOT Over 3100cc	S1 Slicks/Wets S2 All weather tyres

1. The term "turbo" includes all forms of forced induction including superchargers, etc

2. Forced induction and other capacity considerations: a. Forced induction engines, multiply displacement by 1.7 b. Rotary engines, multiply displacement by 1.8 c. Forced induction rotary engines, multiply displacement by 3.06 d. Hybrids (e.g. petrol-electric) will be classified by the internal combustion engine capacity only e. All electric vehicles will be classified as Class S

3. The 3100cc capacity class divider was chosen to allow 1.8L turbos to run in the 2001-3100cc classes separated, from the 2L and above turbos.

Risk Warning, Disclaimer and Indemnity

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 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,
- 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 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 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:

- 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.

COVID-19 Declaration

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;
- 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 (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.

APPLICANT'S
NAME

APPLICANT'S
SIGNATURE

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.

DATE - -