

Tour de Fleurieu

1st -2nd September 2018

Supplementary Regulations



A two day adventure on the scenic Fleurieu Peninsula.

Touring • Navigation • Driving Tests • Socialising



The Rallysport Club would like to thank the following for their assistance with the Tour de Fleurieu.



Open til 7pm for ULP, 98, Diesel, LPG
Spare parts, batteries, camping and fishing gear



Open 10am – 5pm every day
Surf, swim, skate, scuba.
Men's, women's and kid's most major beachware brands.
Ph:(08) 8558 2822

mobile: 0404 847 938
email: noeline@yogatherapia.com.au



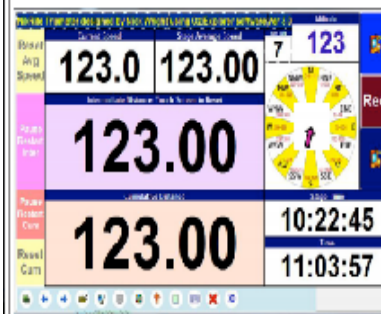
Contact Daniel for all your sign writing needs. Specialising in cut vinyl signs for cars, trailers and motorsport. Business and promotional items also.

<http://www.wirrinacoveholidaypark.com.au/>



"As proud owners of Wirrina Cove Holiday Park, we'd like to extend you a warm welcome and hope you enjoy your holiday travels with us on the Fleurieu Coast"
Ben & Holly :)

NikRite Tripmeters



GPS driven, 7" screen, rally legal (moving map software disabled). Suction cup windscreen mount and accessory plug & USB power leads included.
\$200 ready to go (with OziExplorer CE Licence)
Contact Nick Wright,
nwright@netspace.net.au or
0427443821.

DIRECTOR'S MESSAGE

The "Tour de Fleurieu" taking place over the weekend of 1st and 2nd September 2018 will be an old fashioned Road Rally, some might even use the word trial, with a chance for the Drivers to have a go and Navigators to prove their worth. The Driving Tests will take place on Private Property. The Touring sections have been surveyed in a normal car so we expect that those interested will be able to join in the Event in road cars. Driving Tests will require helmets for Driver / Navigators. Other than that, car preparation and equipment required is minimal. Saturday night will feature a chance to socialise over a meal (included in entry fee) at the Wirrina Woolshed before restarting the Event on Sunday (breakfast available at Wirrina café) with some more touring and a final driving test before finishing back at Wirrina.

The idea for this Event, and possibly Events in the future, will work if competing Crews stick to touring speeds while obeying traffic regulations and do not treat the traversing of the roads as the usual race against the clock. The experienced Navigators will tell you that if you go too quickly you will miss many turns and information. Times for the overall touring sections will be generous and will only be provided to ensure the officials don't have to stay out until the next week. Road conditions are challenging and fun with the majority well formed gravel surfaces.

We look forward to receiving your entry no matter which club you are a member of or what sort of car you drive!

Good times!

Geoff Ninnes

EVENT SUMMARY

Scrutiny in Normanville from 9.30am Saturday morning.

Saturday 1st September- Leave Normanville early afternoon on a transport section for the first khanacross driving test followed by a long navigational touring section plus a khanacross driving test to finish.

Wirrina Woolshed (located in the caravan park) for the evening meal and general socialising.

There are accommodation options at the caravan park as well as the adjacent motel. See list at end of these Regs.

Sunday 2nd September - Morning starts with a short average speed test followed by one touring section to return to Wirrina for the finish early afternoon. Comprises some of the best roads of the Event with spectacular views over the ocean.

If there are any questions re the Event, please contact the Clerk of the Course.

TOUR DE FLEURIEU 2018

RALLYSPORT CLUB OF SA (INC.)

SUPPLEMENTARY REGULATIONS

1. PREAMBLE

The Event shall be known as the "Tour de Fleurieu 2018" hereinafter referred to as "The Event". The Event will be a Multi-Club Touring Road Event and will be conducted over a distance of approximately 290 km on public and/or private roads in the State of South Australia on 1st and 2nd September 2018.

2. SCHEDULE OF DATES

Entries open upon publication of these Regulations.

Entries close	Monday	20/08/2018	1800 hrs
Further Regulations issued	Sunday	24/08/2018	
Documentation opens Scrutiny starts	Saturday	1/09/2018	0900 hrs 0930
Start of Event	Saturday	1/9/2018	1215 hrs
Finish of Event	Sunday	2/9/2018	1400 hrs

3. AUTHORITY

The Event shall be held under the:

- 3.1 FIA International Sporting Code (ISC) including Appendices.
- 3.2 The National Competition Rules (NCR) of the Confederation of Australian Motor Sport Ltd (CAMS).
- 3.3 The National Rally Code.
- 3.4 These Supplementary Regulations.
- 3.5 Any Further Regulations / Instructions / Bulletins and Route Instructions as issued.
- 3.6 The Event will be conducted under and in accordance with the CAMS OH&S and Risk Management Policies which can be found at www.cams.com.au.
- 3.7 The CAMS Permit Number 518/0209/01 authorising this Event will be displayed at the start.

4. THE ORGANISERS

The Event will be organised and promoted by the Rallysport Club of SA Inc. PO Box 251 North Adelaide SA 5006. In accordance with CAMS NCR 59, the Organisers reserve the right to postpone, abandon or cancel the Event if in their opinion the entries are insufficient or by "Force Majeure".

5. KEY PERSONNEL

CLERK OF THE COURSE: Geoff Ninnés CAMS Licence No. 9551610
PO Box 306 Normanville SA 5204
Ph: 0435041436
Email: tourdefleurieu@gmail.com

EVENT SECRETARY: Luke Harvey CAMS Licence No. 9700806
43 Kent St
Hawthorn SA 5062

CHIEF STEWARD:	TBA	
EVENT CHECKER:	David Smith	CAMS Licence No. 888298
CHIEF SCRUTINEER	Ashley Dunn	CAMS Licence No. 9233950
SCORER:	Dave Rudham	CAMS Licence No. 9129746

6. CREW ELIGIBILITY

6.1 Crews shall consist of 2 or more persons, one nominated as the Driver and the other nominated as the Navigator. Other Crew will be designated as Passengers.

6.2 The Competitor and both Driver and Navigator must hold a CAMS Level Non-Speed Licence (or superior) and all Crew Members shall be required to hold current membership of a CAMS affiliated car club.

6.3 Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

6.4 The Driver(s) of the vehicle must hold a current and valid civil Driver's licence.

6.5 To be eligible for points towards the HRA Resto Country Spares Standard Car Challenge the Driver, Navigator or both must be a current financial member of the Historic Rally Association (HRA).

6.6 All Crew Members are encouraged to be current financial members of an appropriate ambulance service and to have their own personal health insurance.

7. VEHICLE ELIGIBILITY

7.1 All competing vehicles must be registered (or have a permit) allowing the vehicle to be driven on public roads in the State of South Australia.

7.2 A Roll Cage is not required for this Club Level Event. Rally Tyres, first aid kits and fire extinguishers are optional but recommended. Vehicles must carry two reflective triangles to be used in Event of breakdown or accident to warn following vehicles. A Red Cross/OK board will be supplied with the route instructions.

7.3 Categories are as follows:

- **H81- Historic Pre 1981 Group** (This group includes the former H68 category vehicles) (Vehicles complying with the current HRA rules and manufactured on or prior to 31/12/1980)
- **P81 - PRC Pre 1981 Group** Any car complying with the PRC Rally Car Regulations as per the current CAMS Manual with the restriction that the car must be 2WD, non forced induction and must be of a type manufactured on or prior to 31/12/1980
- **PM - PRC Modern Group** Any car complying with the PRC Rally Car Regulations as per the current CAMS Manual with the restriction that the car must be 2WD, non forced induction but may be of any age.
- **CRC - Classic Rally Cars.** Any car complying with the Classic Rally Car Regulations as per the current CAMS Manual.
- **Resto Country Spares Standard Car Challenge vehicles.** Vehicle specifications as per Series Rules.
- **Road Cars** - Any legally registered and roadworthy car (including SUV and AWD cars) that complies with the following requirements; of any age (no age restriction) ,seat belts for all occupants, minimal rally preparation (sump guard and distance measuring devices OK) and runs on road tyres (i.e. non rally (AT & HT acceptable but not MT).
- **4WD Heavy** – Any 4wd as long as it has high/low range fitted as standard. I.e. Pajero, Patrol, Landcruiser.

8. ENTRIES

8.1 To be accepted, all entries must be on the official Entry Form (or lodged online), complete in every detail and accompanied by the appropriate fee and forwarded to the Event Secretary (either by email or snail mail) before the close of entries.

8.2 The Entry Fee for the Event shall be \$ 220.00 which includes two meal tickets for Saturday night. Additional tickets are available for \$25 ea and must be purchased as part of the entry process.

8.3 Cheques should be made payable to "Rallysport Club of SA Inc" (not "RCSA").

8.4 Electronic Funds Transfer. If you wish to pay your Entry Fee by EFT you MUST print and retain a copy of the

Transaction Report and forward to the secretary upon request. In the payment description field please use the three letter Event code "TDF" followed by the "Competitors Surname" e.g.: TDF Jones

EFT details: Account Name - Rallysport Club of SA Inc (INC) BSB 015140 Account No. 402807552

8.5 Competitors are reminded of the penalties under the NCR for false statements.

8.6 The Organisers reserve the right to refuse any entry in accordance with NCR 83.

9. STARTING ORDER

9.1 Starting order will be determined by ballot within grades, according to Driver grading as per the current HRA Grading List at the time of the ballot. Crews not listed in the current HRA Grading List will start the Event in order at the discretion of the Clerk of the Course.

10. SCRUTINY

10.1 Official Scrutiny will be conducted on Saturday 1st September from 9am to 11.30am at the Normanville Service Station, Main St Normanville.

10.2 Compulsory equipment which will be checked at Scrutiny includes:

- Seat belts of a full harness or 3 point lap/sash type for every occupant.
- Two approved reflective safety triangles
- helmets

10.3 The following documentation must be presented at Scrutiny:

- Current registration papers/permit proving ownership, currency of registration/permit and verifying engine number.
- Competitor's and all Crew's current CAMS licences and Club Memberships.
- Current civil Driver's licence for all persons who may drive in any part of the Event.
- CAMS log book (if issued for the vehicle).
- Resto Country Standard Car Challenge Competitors will have to present their Vehicle Log Card.
Call Rob Cranston on 0414 560 688 if you do not have one.

10.4 All vehicles must be adequately muffled to comply with the 95db limit.

11. EVENT RUNNING DETAILS

11.1 The Event will consist of competitive, transport, navigational touring and average speed sections with special driving tests.

Competitive - Afternoon	Transport	Touring to dinner break	Total	Late Time
Test 1, Test 2	0	150	152	60 minutes
Competitive- Morning	Transport	Breakfast to Finish		
Competitive 1	0	130	146	60 minutes

11.2 Official start times for all components of the Event will be advised in the Further Regulations.

11.3 Spectator Instructions will be available at South Coast Surf, Normanville and on the Rallysport.asn.au website from Friday 31st August.

11.4 All types of Pump fuel are available in Normanville until 7pm. Fuel is available from the Delamere store during or before the first Sunday touring section.

12. CONTROLS: DRIVING TESTS

12.1 Start/ Finish Controls will be marked by a RED CLOCK/FLAG board. Changes of direction will be via cones, arrows and/or bunting.

13. CONTROLS: TOURING SECTIONS

13.1 Major Controls will be marked by a RED "M" board and manned Passage Controls by a "P" board. At a manned passage, you will need to STOP and the official will make a notation on your road card. The closest you may approach a manned passage or control from the Wrong Direction (WD) without penalty is 50 metres from the specified point. Once you are closer than 50 metres you will be deemed to have entered the passage control. Walking into a manned passage from the wrong direction will count as WD.

13.2 Information (observations) may be required to be noted at specified Via points. Information Boards will be placed along the intended route as well at the specified via to ensure Crews have traversed the correct route. Information Board – generally 600mm x 600mm White board with a red or black letter and / or number.

NAVIGATORS' IMPORTANT INFORMATION

- Information boards will NOT be preceded by an 'O' board.
- Information's may be placed on unmapped roads or shortest mapped routes that have been specified in order to prove that the correct route has been followed.
 - Informations are to be recorded in the appropriate section on the road card.
 - Informations are to be **countersigned by the official at the next Major control**. It is the Crew's responsibility to ensure that this is done before leaving that control.
 - Missed or incorrect informations attracts a penalty of 20 points
- Redirection Boards – White board with the combination of a black letter 'R' and a number (e.g.: R5) • These may be placed at a via or along a shortest mapped route where the intended route **is no longer passable** and a re-direction is required.
 - Record the details of the board (e.g.: R5) on your road card (as if it were an information) and then refer to the 'Re-direction' page at the rear of the route instructions (e.g.: R5 instructions will be adjacent to the R5 column of the pages)
 - The re-direction page will contain specific instructions for directing you around the obstruction. This may involve a U-turn and/or travelling back along a length of road previously used in order to resume the intended route. (Short sections of two way traffic may be stipulated).
 - Failure to record the correct 'R' information on the road card will render that information deemed as missed (20 point penalty).

13.3 At via points in this Event you may find any, or some, of the following;

- Nothing.
- Information board(s).
- Redirection board(s).
- A manned passage.
- Prescribed observation(s), e.g. local signpost. NOTE: - Information/Observation boards may not be facing the direction of entry, e.g. Information boards may be located parallel to the road/fence boundary but generally, they will be located on the left hand side of the road.

13.4 Each Touring Section will have a maximum allowed time. Crews may arrive early and then nominate their correct arrival time (which is the "Maximum Allowed Time"). Then wait for that time before leaving the control and commencing the next Touring Section. These maximum times will be very generous. Only the Maximum Time will be shown, unless you exceed it and then the Crew's actual arrival time will be recorded and this time will be the start time of the next section. The above procedure is being done to stop Crews using excessive time at the beginning resulting in them having to drive inappropriately toward the end of the section.

13.5 Observers may be on course to note any infringements of Traffic Laws.

13.6 Samples of boards used will be on display at the start.

13.7 NRC RR 5.3(f), (The 2mm Rule), will not apply in this Event.

14. SCORING & PENALTIES

14.1 Controls will be in accordance with the NRC.

14.2 On special driving tests the penalty will be the total time to the 1/10 second plus any ancillary penalties e.g. hit marker.

The scale of penalties in the Khanacross Regulations will be used with the exclusions outlined in the Touring Road Event Regulations. E.g. there will not be a finish garage.

14.3 The scoring of the competitive/touring/navigation/average speed sections will be to the forward minute.

14.4 All Crews will start the Event with zero points and the Crew with the lowest aggregate point's loss will be declared the winner.

14.5 General Scale of Penalties

- Incorrect or missing information 20 points per instance
- Incorrect or missing "R" information 20 points per instance
- Missing a manned passage control 20 points per instance
- Entering a Major Control from the wrong direction (WD) 20 points per instance
- Entering a manned passage from the wrong direction (WD) 10 points per instance
- Entering "Out of Bounds" areas 20 points per instance
- Late arrival at a finish control 60 points per each 5 minutes (or part thereof) late, up to a maximum of 300 points
- Missing the Finish Control of Division (i.e. more than 30 minutes late) DNF
- Detected breaches of traffic regulations 100 points per incidence
- Being found carrying unofficial maps in vehicle (includes the use of Electronic Devices with maps) 500 points per map or device per instance

15. NCR VARIATIONS, ADDITIONS & CLARIFICATION

15.1 NCR RR 7.2 (b) (iv) shall be varied in part, such that:

- Missing any Passage Control or Observation will incur a 20 point penalty, (instead of 30 points)
- Entering a Passage Control from the wrong direction (WD) will incur a 10 point penalty (not 15 or 30).

15.2 A "P" board will precede manned Passage Controls. (A "P" board may also be placed on the incorrect direction of entry for safety reasons).

PLEASE NOTE: On the Touring Sections we implore Crews to observe road rules and drive accordingly. This Event is NOT a forest race! We will have observers along the route so be advised that if Crew(s) is seen to be acting in a manner not befitting of a Tour Event they will be reported to the Event Stewards. Given the nature of these sections helmets MUST NOT be worn during touring sections.

Event Steward's actions may mean warnings, exclusion, and loss of Competition Licence and/or financial Penalty.

16. FURTHER INSTRUCTIONS

16.1 These will contain: car number, Competitor list, start location map, reporting times, odometer check, refuelling arrangements, any additional maps, any additions to scoring and penalties and any other relevant information.

16.2 Further Instructions and Results will be sent to all Crew Members nominated on the Entry Form where a legible email address has been supplied. These documents will be in a PDF format.

17. SERVICE CREW INSTRUCTIONS

17.1 Service Instructions will be available at the commencement of Event.

18. PROTESTS

18.1 Protests, if any, must be lodged in accordance with Part XII of the National Competition Rules.

19. OFFICIAL MAPS

19.1 The official maps for the Event will be supplied by the Event organisers. No other maps are to be carried or referred to. See Section 14 "PENALTIES".

20. AWARDS

20.1 The following awards will be presented for the Event:

- Outright: 1st, 2nd, 3rd
- H81: Historic Pre 1981 Group: 1st
- P81: PRC Pre 1981 Group: 1st
- PM: PRC Modern Group: 1st
- CRC: Classic Rally Cars: 1st
- Resto Country Spares Standard Car Series: 1st, 2nd, 3rd
- 4WD Heavy: 1st
- ROAD CARS: 1st

20.2 The Organisers may combine awards if a Competitor wins more than one award.

21. COMMUNICATIONS

21.1 The use of any two-way radio or mobile phone during the Event is highly discouraged. The carriage of these is permitted for safety reasons for use in the case of accident or emergency. Mobile phones with mapping and/or GPS positioning capability will be sealed in an envelope at the start of each day. Crews may carry them in the car but failure to produce a correctly sealed envelope at the finish of each day's competition may result in a 500 point penalty.

22. ALCOHOL, DRUGS AND OTHER SUBSTANCES

22.1 Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

23. JUDGES OF FACT

23.1 Scrutineers will be deemed Judges of Fact with respect to vehicle and equipment eligibility and safety in addition to document compliance.

23.2 All control officials and observers designated by the Clerk of the Course are deemed to be Judges of Fact with regard to: Time, distance from and direction of entry to and from controls and passage controls, activity that occurs

within the control area; e.g. exhaust efficiency and excessive wheel spin, detected breaches of Road Traffic Regulations.

ACCOMMODATION OPTIONS

WIRRINA COVE HOLIDAY PARK

Self contained chalets and camp sites. Approx. 200 metres from Woolshed. Please mention you're coming for the Historic Tour.

<http://www.wirrinacoveholidaypark.com.au>

WIRRINA HOTEL RESORT

Motel rooms of varying sizes and styles

Approx 1 km from Woolshed

<http://wirrinaresort.com.au/>

LINKS LADY BAY HOTEL

Superior Hotel rooms, apartments and holiday house.

2 km from start. 7 km from Wirrina Woolshed

<http://www.linksladybay.com.au/>

NORMANVILLE JETTY CARAVAN PARK.

Caravan sites, cabins, camping. Adjacent beach

Approx 1 km from Start. 9 km from finish.

<http://www.jettycaravanparknormanville.com.au/>

SECOND VALLEY CARAVAN PARK

Camping sites, onsite cabins and caravans, holiday house

Approx 4 km south from finish. 15 km from start

<http://secondvalleycaravanpark.com/>

OTHER OPTIONS

Rapid Bay Camp Ground

<http://www.rapidbayjetty.org/>

Heysen's Rest B & B

<http://heysensrest.com.au/>

No Where Else Cottage B & B

<http://www.nowhereelsecottage.com/>

Airbnb in Normanville

<http://bit.ly/2GKGNfk>

Contact Yankalilla Visitor Information Centre for more information and accommodation options

<http://www.visitfleuriecoast.com/>

Tour de Fleurieu: 1st and 2nd September 2018:

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of CAMS.

Please tick which class in the Event you are entering.	H81 <input type="checkbox"/>	P81 <input type="checkbox"/> PM <input type="checkbox"/> CRC <input type="checkbox"/>
	Resto Country SCC <input type="checkbox"/>	Road Car <input type="checkbox"/> 4WD <input type="checkbox"/>
COMPETITOR (CAR OWNER)		
Name:		
Address:		Postcode:
Mobile:		
CAMS Licence: Number:		Expiry Date:
DRIVER		
Name:		Date of Birth:
Address:		Postcode:
Mobile:	Email:	
Civil Licence Number:	Club:	Club & Member No:
CAMS Licence Number:	Type:	Expiry Date:
Emergency Contact Person: Name:		Mobile:
NAVIGATOR		
Name:		Date of Birth:
Address:		Postcode:
Mobile:	Email:	
Civil Licence Number:	Club:	Club & Member No:
CAMS Licence: Number:	Type:	Expiry Date:
Emergency Contact Person: Name:		Mobile:
VEHICLE DESCRIPTION		
Make:	Model:	Year:
Body Type:	Registration Number:	Reg. Expires:
Colour:	Logbook No:	Permit: Y/N

RISK WARNING, DISCLAIMER AND INDEMNITY

Motor Sport 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 Motor Sport Activities. I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport 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;
 - others 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 Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - a) my **death**;
 - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a **disease**;
 - d) 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**:
 - i. that is or may be harmful or disadvantageous to me or the community; or
 - ii. that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** 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 Motor Sport 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 the Entities as the supplier of the Motor Sport Activities / Recreational Services;
 - nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
 - nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

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

WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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 CAMS 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.ocba.sa.gov.au

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- 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.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS 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
Driver			
Witness			
Co-Driver/Navigator			
Witness			
Passenger 1			
Witness			
Passenger 2			
Witness			
Competitor			
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:

Entry includes two meals for the Saturday night. Extra persons are \$25 each.

Number of additional meals = \$ _____

Enclosed is CASH / CHEQUE / EFT Receipt for \$ _____ as our Entry Fee for the Event.

OFFICIAL USE ONLY

Date Received.....Time Received.....Entry form fully Completed (Yes / No). Amount Paid \$.....

Payment Details cheque / money order / cash / EFT

CAMS Licence CAMS Passbook Club Membership Disclaimer U18 Disclaimer Navigator Only Disc.

Service Crew Extra Meal Tickets