



HISTORIC RALLY ASSOCIATION (Inc) EVENT ENTRY FORM

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

Experts Trial, 23 July 2022

Official use: Received:

Entry Fee paid:

Car number:

Competitor:			MA Licence	Expiry	
Address			Email		
Vehicle owner's name (if not competitor):					
Driver:			Co-Driver:		
Address			Address		
E-mail			E-mail		
Telephone No			Telephone No		
Emergency contact:			Emergency contact:		
Phone			Phone		
Club	M'ship no.	Expiry	Club	M'Ship No.	Expiry
HRA Grade		Over 55 Yes / No	HRA Grade		Over 55 Yes / No
MA Licence No		Expiry	MA Licence No		Expiry
Civil Licence No		Expiry	Civil Licence No		Expiry
Vehicle: Make			Model		Reg. No.
Colour			Year	Cap	MA Log Book
HRA Group: H81 P81 R25 CRC ORV SCC					

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/we **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;
- 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;
- the route instructions should not be relied upon exclusively in estimating the degree of severity of any hazard which might be encountered, or the manner in which any section of the road is driven, whether shown in the route instructions or not, and that I/we have been advised to exercise caution in following these route instructions.

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

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

- to release CAMS 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** including but not only Covid-19;
 - 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.
 - any claim for any costs and expenses I may incur as a consequence of the above.
 - to **indemnify and hold harmless and keep indemnified** Motorsports 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 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 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 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:

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 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**.

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 insured 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, service 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 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 tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;
- am not currently experiencing any symptoms of COVID-19;

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

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to the motorsport activity.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the 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

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 DATE.....

DRIVER'S SIGNATURE Date:

CO-DRIVER'S SIGNATURE DATE

Parent/Guardian Consent (must be completed for all applicant under 18 years old).

I of [Address]

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

* Delete whichever does not apply

Signed..... Date.....

Parent/Guardian*