

Ararat Car Club

Presents

Jailhouse Rock Festival Driving Test Incorporating Come and Try Session

Saturday 17 March 2018

Supplementary Regulations

1. Jailhouse Rock Festival Driving Test hereafter called the "Event" shall be a club Motorkhana, for financial members of Ararat Car Club. Preceded by a Non-Competitive Come and Try Motorkhana
2. The Event shall be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) the National Motorkhana Code (NMC) The CAMS Motor Sport Passenger Ride Activity (MSPRA) Policy, these Supplementary Regulations and any Further Regulations or Bulletins which may be issued. This Event will be conducted under and in accordance with CAMS OH&S and Risk Management Policies, which can be found on the CAMS website at www.cams.com.au
3. The Event is Promoted and Organised by Ararat Car Club Inc, PO Box 404 Ararat Vic 3377
CAMS Permit number **318/1703/03** will be displayed at the Event
Clerk of the Course: Chris Harwood *CAMS ID 1070398*
4. Entries: Entries for the Event open on publication of these Regulations and close at 5.00pm Friday before of the Event. entries shall be made on the attached form and sent with payment to the Event Secretary at the address below
Cheryl Harwood
9 Millewa Way Wyndham Vale Vic 3024
Entries can also be lodged at Ararat Mower Centre up until the close of business on the Friday before the event. Entries will be limited to 60 starters; in the event of an oversubscribed field at the close of entries. Preference will be given to competitors in order of receipt
Entries not received by either method will NOT be accepted
5. Entry Fee: Jailhouse Rock Festival Driving Test Entry Fee of \$25. Juniors will pay half the adult fee.
Come and Try Session \$25 (CAMS LICENCE FEE).
An administration fee may be charged for competitors who don't attend on the day of competition.
6. Insurance: 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
7. Entries may be refused in accordance with NCR 83 of the current CAMS manual

8. Organisers reserve the right to cancel, abandon or postpone the event in accordance with NCR 59 of the current CAMS manual

9. JAILHOUSE ROCK FESTIVAL DRIVING TEST ACTIVITY.

PASSENGERS AS INSTRUCTORS ONLY

This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy. Passengers are only allowed where their role is as an 'Instructor'.

(a) A Briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.

(b) Instructors must:

- i. Be experienced and have the permission of the Clerk of Course. The suitability of the Passenger is at the discretion of the Clerk of Course.
- ii. Wear the same protective gear as a Driver in accordance with Schedule D of the current CAMS Manual of Motor Sport.
- iii. Be fitted and restrained as required for each Automobile with consideration for their physical attributes.
- iv. Complete a Passenger Ride Entry Form and disclaimer.
- v. Drivers must fill out a Passenger Ride Entry Form to ride as a Passenger.

(c) Vehicles and Apparel used must pass Scrutiny.

(d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS.

Note: A Level Come and Try (Level1) CAMS Licence can be used for this Event if required.

The Come and Try Licence (Level 1) is \$25 and can be purchased on the day of the Event.

(If required the \$25 can then be taken off the price of a Level 2S Licence if the upgrade is made within 30 days to CAMS).

If a Come and Try Licence is used current ACC membership is not required. Please fill out a CAMS Come and Try Licence for this activity. Please indicate your attendance to one of the Organizing team.

The Event will be conducted on a bitumen surface at McGibbony St Ararat as follows: Scoring will be based on time recorded plus any penalties for each test.

A minimum of 4 and a maximum of 6 driving tests will be conducted.

10. THIS EVENT IS NOT A BURNOUT OR DRIFT COMPETITION.

Any Competitors observed doing either will be excluded from the Event and may be removed from the results

Results will be calculated as a total of the fastest time for each of the six tests held.

Chief Scrutineer will be Judge of Fact in respect of vehicle eligibility. Please fill out the Competition Entry Form for this activity.

All Competitors must hold a current CAMS Level 2NS Licence or superior and current ACC membership. Junior Drivers must hold a current CAMS 2NSJ Licence or Superior

11. Times for Scrutiny, Driver's Briefing and Start are below.

- SCRUTINY 8:00am
- DRIVERS BRIEFING: including Come and Try 9:30 am Attendance compulsory!
- START: Competition 10.00am

Scrutiny will be held at the time above on the day of the Event.

Current CAMS Licence, current club membership card, competition record and CAMS Log Book (if issued) must be presented at Scrutiny. Competitors must be booked in and have their vehicle in the Scrutiny line by 9:00am unless prior arrangement has been made with the organising committee.

All vehicles must comply with Schedule A and Group 4H regulations in the current CAMS Manual of Motorsport

12. COMPULSORY EQUIPMENT/SCRUTINY. The following will be required at the start of the Event and will be checked by Scrutineers:

- a) Seatbelts of at least lap/sash combination of the approved type must be correctly worn as per Schedule I of the current CAMS Manual of Motor Sport.
- b) Goggles must be worn in open vehicles whilst competing. Glass lenses are unacceptable.
- c) All Drivers in open vehicles must wear helmets. This helmet must be to a standard listed in the current CAMS Manual of Motor Sport (Schedule D) and deemed by the Scrutineers to be in a condition suitable for use.
- d) Fuel must be in accordance with Schedule G of the current CAMS Manual of Motor Sport
- e) All Drivers apparel must be in accordance with Schedule D of the CAMS Manual of Motorsport.

13. TIMING will be either electronic or handheld timepieces. The Timekeeper is deemed Judge of Fact.

14. PENALTIES: Time taken for correct run plus five (5) seconds per flag/marker struck. Wrong direction for a test will be given the slowest correct time for that test plus 5 seconds.

15. PROTESTS must be lodged in accordance with Part XII of the current NCR of CAMS.

16. Re-runs will only be permitted at the discretion of the Clerk of Course.

17. Competitors must at all times obey all directions given by officials.

18. ALCOHOL, DRUGS AND OTHER SUBSTANCES

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.

20. CLASSES

- (A) 0-2000cc Standard
- (B) Over 2001cc Standard
- (C) 0-2000cc Modified
- (D) Over 2001cc Modified
- (E) 4WD Vehicles Standard
- (F) 4WD Vehicles Modified
- (I) Specials
- (J) Juniors
- (L) Ladies

The Ladies class is optional for ladies who do not wish to compete in other classes. Please specify on your entry form if you do NOT wish to be in the ladies class.

21. AWARDS: Outright 1st, 2nd and 3rd as well as 1st in class. The awards will be in the form of trophies and these will be presented at the next available monthly ACC club meeting

Entry Form

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

JAILHOUSE ROCK FESTIVAL DRIVING TEST 17TH March 2018

COMPETITOR / DRIVER DETAILS

Competitor/Owner _____

Address _____

Postcode _____ Phone (AH) _____

Mobile (at event) _____

CAMS Licence No _____

Club member No. _____ Log Book No _____

Emergency Contact _____

Emergency Contact Phone Number _____

Driver 1 _____

Address _____

Postcode _____ Phone (AH) _____

Mobile (at event) _____

CAMS Licence No _____

Club member No. _____

Emergency Contact _____

Emergency Contact Phone Number _____

Racing number will be allocated

Driver 2 _____

Address _____

Postcode _____ Phone (AH) _____

Mobile (At event) _____

CAMS Licence No _____

Club member No. _____

Emergency Contact _____

Emergency Contact Phone Number _____

Racing number will be allocated

VEHICLE DETAILS

MAKE _____ BODY TYPE _____

ENGINE CAPACITY _____ COLOUR _____

Class _____ Log Book No _____

EMAIL ADDRESS (for results) _____

ENTRY FEE -\$25 . PLEASE MAKE CHEQUES PAYABLE TO THE -ARARAT CAR CLUB 9 Millewa Way Wyndham Vale VIC 3024

BANK DETAILS are

BSB....083 408

Acc 87 129 2758

Ararat Car Club

Please use entrants name as reference

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

Person	Signature	Name	Date
Competitor			
Witness			
Driver			
Witness			
Driver 2			
Witness			

risk, release and indemnity:

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: