HISTORIC RALLY ASSOCIATION (Inc) EVENT ENTRY FORM

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

*Event: 202*6 John Moore Memorial *Touring Assembly* 5th December *202*6

Official use only **Entry Fee Paid** ☐ **Grade** ☐ **Car No:** ☐

COMPETITOR

NAME _____

ADDRESS _____

_____ **P/C** _____

CLUB _____ **No.** _____

MOTORSPORT AUSTRALIA LICENCE No: _____

E-mail _____

E-mail all correspondence to:
Competitor ☐ **Driver** ☐ **Navigator** ☐ **(please tick)**

STANDARD CAR CLASS CHAMPIONSHIP ☐

HRA TOURING CHAMPIONSHIP ☐

Section 1 only ☐ **Section 1 & 2** ☐

DRIVER

NAME _____

ADDRESS _____

_____ **P/C** _____

CLUB _____ **No.** _____ **HRA GRADE** _____

MOTORSPORT AUSTRALIA LICENCE No _____

_____

CIVIL LICENCE No. _____

PHONE No. _____

E-mail _____

EMERGENCY CONTACT INFORMATION.

NAME: _____ **Ph** _____

EXTRA CREW MEMBER 1

NAME _____

EMERGENCY CONTACTINFORMATION

NAME _____

CONTACT PHONE _____

NAVIGATOR

NAME _____

ADDRESS _____

_____ **P/C** _____

CLUB _____ **No.** _____ **HRA GRADE** _____

MOTORSPORT AUSTRALIA LICENCE No. _____

PHONE No. _____

E-mail

EMERGENCY CONTACT INFORMATION.

NAME: _____ **Ph** _____

EXTRA CREW MEMBER 2

NAME _____

EMERGENCY CONTACTINFORMATION

NAME _____

CONTACT PHONE _____

VEHICLE MAKE _____ **MODEL** _____

COLOUR _____ **REGISTRATION No** _____

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 people 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 will and agree to:**

- 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** 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 any of the above; arising from my participation in or attendance at the Motorsport 99
- 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 their
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, 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 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.

DECLARATION

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

Person	Signature	Name	Date
Competitor			
Driver			
Navigator			
Extra Crew member 1			
Extra Crew member 2			

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…… Date……

Parent/Guardian*

Witness…… Date: .....

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…… Date……

Parent/Guardian*

Witness…… Date: .....