

# CCRMIT Motorkhana Sunday Dec. 2<sup>nd</sup>

We are again using the Pakenham's flat grassy track and it's in great condition, just 2 minutes of the freeway at Pakenham so very close to Melbourne.

- We remind all that for a Motorkhana any **children 12 years old** or above can drive on a come and try licence for just \$25, with a passenger or even on their own in the car however seatbelts are required



The last CCRMIT Motorkhana back in June was a little wet but a great day was had by all.

Entry cost is very reasonable,

- \$50 for entry including come'n'try licence if you are a newbie.
- \$30 for entry for a CCRMIT member with a licence
- \$30 for a non member who has a cams licence, but is not a CCRMIT member (which includes a one year membership free!)
- enter now or on the day – To [rick.fw.thorpe@gmail.com](mailto:rick.fw.thorpe@gmail.com)
- Sample “tests” at the end of the document

## CCRMIT AGM

As required by our Incorporation status we will be holding our AGM during the Lunch time break.

This is scheduled to start at 1.00pm



## **CCRMIT 2018 END OF YEAR COME AND TRY MOTORKHANA**

**Sunday 02 December 2018**

### **SUPPLEMENTARY REGULATIONS**

- 1 AUTHORITY:** The Event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) CAMS. the Standing Regulations, Regulations relevant to the Event, The CAMS Motor Sport Passenger Ride Activity (MSPRA) Policy, the CAMS Come and Try 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, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at [www.cams.com.au](http://www.cams.com.au).

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](http://www.cams.com.au).

- 2 EVENT.** The Event will be a Closed to **Club Motorkhana and Come and Try Day**. Day memberships will be available to allow any non-CCRMIT members to participate. A minimum of 4 and a maximum of 16 tests will be run on the day. The Event is Non-Competitive; timing will be recorded during the Event but no official results will be issued other than the boards on the day.

- 3 PERMIT.** The Event will be held under CAMS Permit No **318/0212/06** which will be on display at the venue.

- 4 ORGANISERS and PROMOTERS:** The Event will be Organised and Promoted by the Car Club of CCRMIT INC  
PO Box 4066 Knox City Centre VIC 3152

**5 OFFICIALS:**

<b>Clerk of the Course:</b>	Rick Thorpe	CAMS ID 9726503	<i>(Judge of Fact)</i>
<b>Secretary:</b>	Nicholas Jacob	CAMS ID 1124960	
<b>Chief Scrutineer:</b>	Mark Egan	CAMS ID 1030891	
<b>Club Steward:</b>	Bernard Miron	CAMS ID 9726547	

- 6 VENUE:** The Event will be held on the 2<sup>nd</sup> December at the Pakenham Auto Club Motorkhana Track – 405 McGregor Rd. Pakenham, Google ref. -38.106248, 145.467764.

The Event will be conducted on a grass surface.

**7 SCHEDULE:**

Documentation & Scrutiny: 9:00am – 1:00pm

Driver's Briefing: 10:00am or after the Scrutiny of the car during the day

**The Event is expected to conclude by 4:00pm**

- 8 ENTRIES:** The Entry Fee for this Event will be **\$30** for holders of an existing CAMS licence. An L1 Come and Try Licence can be purchased on the day for an additional **\$20** (total entry costs for those without an existing CAMS licence will come to **\$50**). The Organiser reserves the right to refuse entry in accordance with NCR 83 of the current CAMS Manual. **Children 12 years old to 18 years** can drive on a come and try licence for just \$25.

Entries open on publication of these regulations and close after 1:00pm on the day of the Event. The maximum number of entries for this Event will be 40. Up to FOUR drivers may compete in the same vehicle provided this is nominated on the Entry Form. Entries will be decided upon on order of receipt and eligibility.

**NOTE:** Drivers need a minimum Level 2 licence - Non Speed (L2NS) or Level 1 Come and Try Licence (which can be purchased on the day). Instructors will have a minimum L2NS licence.

Completed Entry Form to the Event Secretary, email (with proof of payment) to [entries@ccrmit.com](mailto:entries@ccrmit.com). An entry without proof of payment will not be accepted. Please pay via EFT to CCRMIT, BSB 063-150, Acc No. 10047474, reference <your surname>-MK. Alternatively, payment can be made via cash on the day.

**9 DRIVERS BRIEFING:** Drivers Briefings will be given for Drivers before any Driver can commence track activity - this briefing will commence at the completion of the cars scrutineering.

**10 VEHICLES:**

- a. **All** vehicles must comply with Schedule A and Group 4H of the current CAMS Manual.
- b. **All** vehicles will undergo a safety check by CAMS Scrutineers prior to participation with an emphasis on brakes and seatbelts. Cars must also be free of loose items
- c. Vehicles must be adequately muffled to comply with noise restrictions
- d. **Only road tyres will be allowed. Winter tread, hand-cut or Rally-type tyres of any sort will NOT be permitted.**
- e. Fuel must comply with Schedule G of the current CAMS Manual.
- f. The Clerk of the Course will have the final say on whether or not a vehicle is deemed eligible to participate.
- g. Per Schedule D – Apparel, adequate footwear must be worn by all drivers and passengers whilst competing—bare feet, thongs or sandals are not permitted; where no windscreen is fitted to a vehicle, drivers and passengers must wear adequate eye protection whilst competing
- h. All passengers, including those who have signed an Entry Form, must sign the appropriate Passenger in Vehicle Indemnity Form.

**10. 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.

**11 EXCLUSION:** Individuals behaving in a manner deemed to be inappropriate or prejudicial to the sport by the Clerk of the Course will be excluded from the Event.

**12 ABANDONMENT:** The Organiser reserves the right to postpone, abandon or cancel the Event in accordance with NCR 59 of the current CAMS Manual.

**13 INSURANCE:** Insurance for this Event will be provided in accordance with Appendix I of the current CAMS Manual. Public Risk Insurance is covered by the Permit, and Personal Accident Insurance is incorporated into the Licence fee.

**14 PROTESTS:** Any protests must be lodged in accordance with Part XII of the current CAMS Manual.

**15 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.



CCRMIT 2018 END OF YEAR COME AND TRY  
MOTORKHANA



SUPPLEMENTARY REGULATIONS

ENTRY FORM (4 pages)

- To be accepted entries must be complete, legible and accompanied by the appropriate Entry Fee.

Entry Fees / Item	Cost	Running Total
Come & Try, includes Level 1 licence (for people without a CAMS licence, must purchase entry below also).	\$20 x _____ drivers	Total: _____
Entry fee for CCRMIT members or members of other clubs who hold a CAMS L2NS or higher. Includes 1 year complementary CCRMIT membership if not a CCRMIT member.	\$30 x _____ drivers	Total: _____
Child entry 12 to 18 Years old, includes Come & Try licence.	\$25 x _____ drivers	Total: _____
<b>Total fees to be paid = \$ _____</b>		

**Competitor / Driver 1**

Name (Block letters)..... CAMS License #.....  
 Address.....E-mail.....Mob.....  
 Next of Kin – Name..... Mob.....

**Driver 2**

Name (Block letters)..... CAMS License #.....  
 Address.....E-mail.....Mob.....  
 Next of Kin – Name..... Mob.....

**Driver 3**

Name (Block letters)..... CAMS License #.....  
 Address.....E-mail.....Mob.....  
 Next of Kin – Name..... Mob.....

**Driver 4**

Name (Block letters)..... CAMS License #.....  
 Address.....E-mail.....Mob.....  
 Next of Kin – Name..... Mob.....

**DESCRIPTION OF CAR**

Make.....Model.....  
 Body Type..... Color.....

# CCRMIT INC 2018 END OF YEAR MOTORKHANA

## RISK WARNING AND ASSUMPTION OF RISK

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 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 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:
  - 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 behavior, 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,

Howsoever arising from my participation in or attendance at the Motor Sport Activities;

- to indemnify and hold harmless and keep indemnified CAMS and the Entities to the maximum extent permitted by law in respect of any Claim by any person;
- to be bound to the rules, regulations and policies of the Entities; 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 CAMS and the Entities as the supplier of 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

- 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](http://www.ocba.sa.gov.au)

### DEFINITIONS:

- a. 'CAMS' means the Confederation of Australian 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
Competitor			
Witness			
Driver			
Witness			
Driver 2			
Witness			
Driver 3			
Witness			
Driver 4			
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**

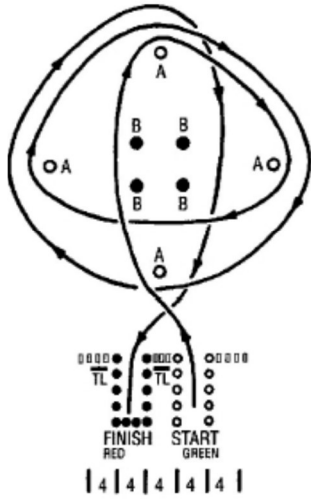
I ..... of [Address] ..... am the parent/guardian\* of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to 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.....

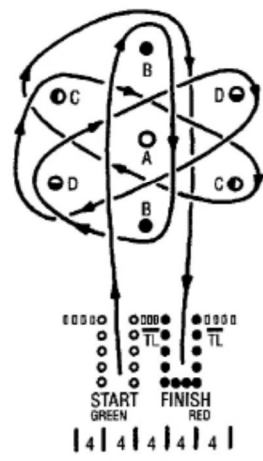
Witness..... Date: ..... Name and address of witness: .....

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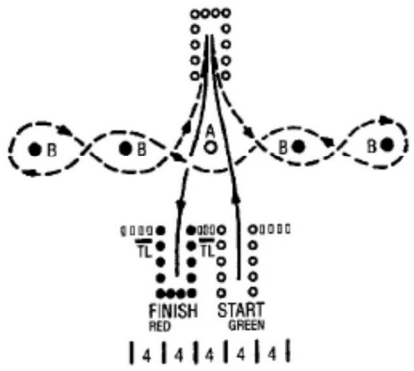
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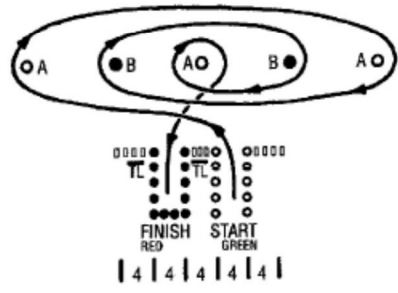
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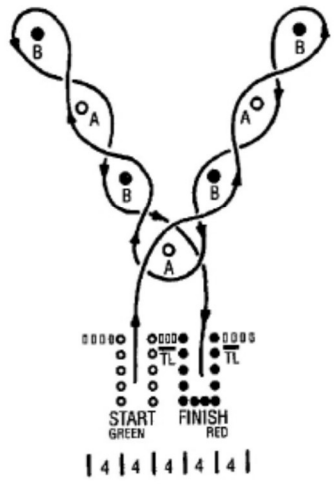
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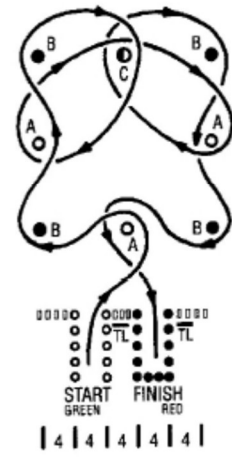
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