



SUPPLEMENTARY REGULATIONS FEB 24 STATE KHANACROSS

1. The Event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) CAMS, the CAMS Khanacross Regulations, the 2018 CAMS NSW Khanacross Series Regulations, 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, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at

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

2. PROMOTER/ORGANISING CLUB: WESTLAKES AUTOMOBILE CLUB

PERMIT NO: **219/2402/05**

3. NAME OF EVENT: FEB 24 State Khanacross

WAC Khanacross Series – Round 1

NSW Khanacross Series – Round 1

4. TYPE OF EVENT: **Multi-Club Khanacross**

5. DATE: 24/02/2019

6. VENUE / LOCATION: AWABAWAC PARK – 408 Wilton Road Awaba

7. TYPE OF SURFACE: DIRT

8. TESTS (include maps with distances):

Khanacross Competition: Minimum of 2 tests, maximum of 4.

One attempt at each test in each direction. As per the CAMS Khanacross Regulations.

2 Competing cars may be present on each track with midpoint Officials present in case of incident.

9. INVITED CLUBS (WHERE APPLICABLE): ALL CAMS NSW AND ACT AFFILIATED CLUBS

10. CLERK OF THE COURSE: Ben Semple [REDACTED]

ADDRESS: PO Box 3052 Glendale NSW 2285

MOBILE: 0418 397 017

11. SECRETARY OF THE MEETING: John Williamson [REDACTED]

ADDRESS: PO Box 3052 Glendale NSW 2285

PHONE: 0431 987 124

EMAIL: entries@wac.org.au

FAX: 02 49135390

12. CHIEF SCRUTINEER: Leon Swan [REDACTED]
13. CHIEF STEWARD: Phillip Coffey [REDACTED]
14. STEWARDS: Dennis Willis [REDACTED]
15. CHIEF TIMEKEEPER: Ben Semple
16. ENTRIES OPEN: On publication of these Regulations

Send to Secretary of the Meeting:

ADULTS: \$60.00 UNTIL 9:30 24/02/2019

JUNIORS: \$25.00 UNTIL 9:30 24/02/2019

NOTE: Competitors who have pre-entered must be present and have completed documentation checking before 9:00 24/02 or their pre-entry reserved placement will be voided and made available to the next available competitor in the documentation queue.

17. MAXIMUM NUMBER OF COMPETITORS: 80

18. MAXIMUM ENTRIES PER VEHICLE: 4

19. STARTING TIME: 10:00

20. DRIVER'S BRIEFING: 9:45

VENUE: In front of Office, Awabawac Park

21. SCRUTINY: 8:00 to 9:40

VENUE: Scrutiny Pad behind Office

22. SCRUTINY - SPECIAL RESTRICTIONS:

All vehicles must comply with Schedule A and Group 4H of the current CAMS Manual of Motor Sport. Helmet and apparel in accordance with Schedule D of the current CAMS Manual of Motor Sport, and fire extinguisher in accordance with Schedule H of the current CAMS Manual of Motor Sport. Cars must be adequately muffled. Fuel must be in accordance with Schedule G of the current CAMS Manual. A current and valid CAMS Level 2NS/2NSJ Competition Licence and Club Membership Card of a CAMS-Affiliated Car Club and Log Book (if issued) must be presented at Document Check.

Production 4WD ATV vehicles must be fitted with a Driver's side window net.

23. CLASSES:

Khanacross Classes: (As per 2018 NSW Khanacross Series Regulations)

Class A: 0-1300cc

Class B: 1301-1600cc

Class C: 1601-2000cc

Class D: 2001-3000cc

Class E: Over 3000cc

Class F: Group 4H Vehicles (Motorkhana Specials)

Class G: 4 Wheel Drive Production Cars

Class H: Production 4WD ATV (All Terrain Vehicles e.g. Polaris, Kawasaki & Yamaha) and Trophy Karts

Class MP: Modified 4WD & 2WD Production Cars

Khanacross Categories:

(Nomination in a category does not preclude a Driver for competing for class awards)

Category J: Juniors

Category L: Ladies

24. PRIZES & TROPHIES:

Will be determined by fastest times recorded by handheld stopwatches. Penalties shall be determined in accordance with the Khanacross Regulations

Khanacross Competition: 1st, 2nd, 3rd Outright,
1st in each Class (minimum of 3 class entries required)
1st Junior & 1st Lady

25. The Event Timekeepers will act as the Judges of Fact. The Judges of Fact will be identified at the Divers Briefing. The Facts to be judged include Start/Finish Procedure, valid course attempts and application of penalties.

26. The CAMS Permit will be displayed for the duration of the Event.

27. The Organisers may refuse any entry in accordance with NCR 83.

28. Entries will be accepted in order of receipt.

29. Entries from Competitors under 18 years of age must be counter signed / consented to Parent/Guardian.

30. Event Organizers reserve the right to cancel, abandon or postpone the Event in accordance with NCR 59.

31. Protests must be lodged in accordance with Part XII.

32. 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.

33. Fuel and water is not available at the venue, Toronto is 5 minutes' drive north. Hot Food and Cold and Hot drinks will be available.

34. Competition numbers shall be allocated at the discretion of the Clerk of the Course.

35. PASSENGERS AS INSTRUCTORS ONLY.

This Event will include a Motor Sport Passengers Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy and Khanacross Regulations.

Passengers are only allowed where their role is as an 'Instructor'.

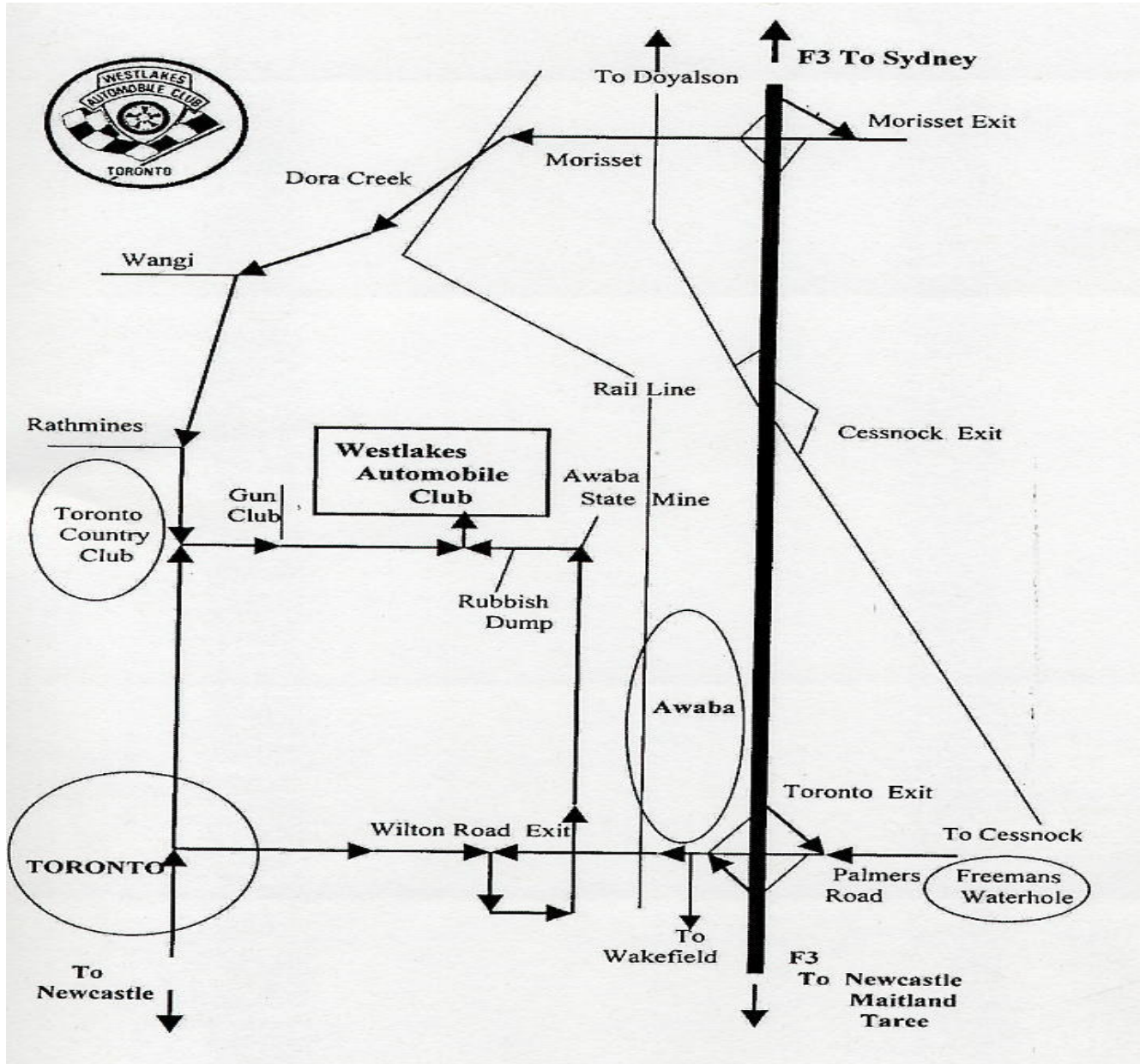
- (a) A briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.
- (b) Instructors must:
 - i. Be experienced and have the permission of the Clerk of the Course. The suitability of the passenger is at the discretion of the Clerk of the 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 CAMS MSPRA Passenger Ride Entry Form and disclaimer.
- v. Drivers must fill out a CAMS MSPRA 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.

36. See Map of Venue Location



OFFICE USE ONLY

CLASS **CAR NUMBER**

Held under the ISC of the FIA and the National Competition Rules of CAMS

EVENT NAME

ORGANISER/CLUB

PERMIT NO.

VENUE

DATE / /

Competitor (Car Owner)

SURNAME

GIVEN NAMES

**CAMS LICENCE
NO.**

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE / /

Driver 1

SURNAME

GIVEN NAMES

**CAMS LICENCE
NO.**

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

DRIVERS' SIGNATURE

DATE / /

COMPLETE YOUR APPLICATION OVER THE PAGE

Driver 2

SURNAME

GIVEN NAMES

CAMS LICENCE
NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

DRIVERS' SIGNATURE

DATE

/ /

Description of Car

PREFERRED
NO.

MAKE

MODEL

YEAR

REGISTERED
NO.

COLOUR

BODY TYPE

CLASS TYPE

CAPACITY

CC

ENCLOSED
PAYMENT FOR \$
PASSENGER
NAME/S

ENTRY FEE \$

Risk Warning and Disclaimer

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 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:
 - 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 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,
- 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; 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 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 the CAMS and 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

- "CAMS" means the Confederation of Australia Motor Sport Ltd.
- "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;
- "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.
- "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;
- "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

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in Motor Sport Activities being provided by CAMS and the Entities. I agree to be bound by the rules, regulations and policies of CAMS at all times as a condition of continuing to hold a licence. The information I have entered into this form is true and correct and I will advise CAMS 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

SIGN HERE

DATE — —

1ST DRIVER'S SIGNATURE

SIGN HERE

DATE — —

2ND DRIVER'S SIGNATURE

SIGN HERE

DATE — —

Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I _____ of _____

am the parent/guardian (*Delete non applicable*) of the above-named ("**Minor**") who is under 18 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 or participating in the event at his or her own risk.

SIGN HERE

DATE — —