



2024 Moonlight Meander Rally

incorporating the

2024 MMSC Memorial Trial

Saturday 14th September 2024

Victorian Club Rally Series Round 3

Supplementary Regulations



2023 Moonlight Meander Winners, Daryl King & Darcy McClure-Wallace



PRO RALLY MOTORSPORT FABRICATIONS

We are pleased to be supporting the Victorian Club Rally Series, as well as our commitment to supporting the HRA Standard car class. From beginners to Experienced competitors we aim to support all with the same expert advice and knowledge

Providing all services from maintenance to complete builds of new motorsport vehicles, specialising in custom fabrication.



Roll Cage in our own 180B



Custom tube front support bar setup



Chris's own Datsun 120y



Adjustable Sill Stands designed and manufactured in-house at Pro Rally Motorsport



Joel's Stanza the VCERS rd1 winner!

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2024 Moonlight Meander & MMSC Memorial Trial Supplementary Regulations

1. Event Summary

- 1.1. The Event shall be known as the 2024 Moonlight Meander incorporating the 2024 MMSC Memorial Trial, hereinafter referred to as "the Event".
- 1.2. The Event will be run as a **Club Special Stage Rally** and a **Club Rally Regularity**.
- 1.3. The Event will run on public roads in the Wombat State forest and surrounding areas, during the hours of darkness on the evening of Saturday 14th and into the morning of Sunday 15th September 2024.
- 1.4. The Event will start, finish and service at Korweinguboorra Recreation Reserve, Spargo Creek.
- 1.5. The 2024 Moonlight Meander (MM) will be Round 3 of the Victorian Club Rally Series (VCRS).
- 1.6. The 2024 MMSC Memorial Trial (MMSC MT) event welcomes Historic Rally Association (HRA) members of the HRA Standard Car Class to compete in the Regularity Rally component of the Event. Please contact Rob Cranston (0414 560 688) for further information.

2. Event schedule

Entries Open	Upon publication of these Regulations
Entries Close for start list	Wednesday 11th September at 2000 hrs
Further Instructions Published	Wednesday 11th September
Closing time for objections to the Provisional Start Order	Friday 13th September at 18:00
Final Entries Close	Friday 13th September at 20:00 hrs
Headquarters opens	Saturday 14th September at 12:00 hrs
Book-In Opens	Saturday 14th September at 13:00 hrs
Book-In Closes	Saturday 14th September at 16:30 hrs
Drivers Briefing	Saturday 14th September at 16:45 hrs
Start of the Event	Saturday 14th September at 17:30 hrs
Finish of the Event	Sunday 15th September at 02:00 hrs
Event Headquarters	Korweinguboorra Recreation Reserve 1399 Ballan-Daylesford Rd, Spargo Creek VIC 3461

3. Authority

- 3.1.** The Event shall be held under:
- a. Federal, State and Local Public Health Authority Guidelines
 - b. The FIA International Sporting Code (ISC) including Appendices
 - c. The National Competition Rules (NCR) of Motorsport Australia.
 - d. The Rally Standing Regulations (RSR) and the current Victorian Rally Bulletins.
 - e. In relation to the MM, the VCRS Regulation.
 - f. In relation to the MMSC MT, the Rally Regularity Appendix to the Rally Standing Regulations.
 - g. These Supplementary Regulations and any Further Regulations, Event Bulletins and Route Instructions which may be issued.
- 3.2.** Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at www.motorsport.org.au.
- 3.3.** The Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au.
- 3.4.** The Motorsport Australia permit number **324/2605/04** authorising this event will be displayed at the Rally HQ.

4. Organisation & Key Personnel

- 4.1.** The Event shall be organised and promoted by the Melton Motor Sports Club, which has appointed the following Organising Committee:

Clerk of Course	Jarryd-Indiana Sweeney Ph. 0400 664 830 Email: mmsc.main@gmail.com	Licence No. 9909089
Deputy Clerk of Course	Simon Young	License No. 2020113
Road Director	Simon Pilepich Ph. 0433 653 753	Licence No. 1094617
Event Secretary (All correspondence)	Thuong Hoang Ph. 0432 661 773 Email: mmsc.main@gmail.com	Licence No. 1121856
Officials Coordinator	Jess Pigot Ph. 0402 648 013	Licence No. TBA
Safety Officer	Rosemarie North	Licence No. 1103316
Course Checker	Tom Ruessman	Licence No. TBA
Assistant Course Checker	Peter Sweeney	Licence No. 886552
Chief Scrutineer	Gary Howard	Licence No. 887929
Series Scrutineer	John Roberts	Licence No. 9898788
Event Scorer	Gary Hodgskiss	Licence No 881485
Chief Steward	TBA	Licence No. TBA
Steward	Brett Roffey	Licence No. 887853

4.2. The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR or if there are insufficient entries.

The following Officials are claiming compensatory points in the VCRS component of the Event:

Peter Sweeney

Simon Young

5. Running Details

5.1. The Event will be run in two divisions with a service break, at night, with the 2024 Moonlight Meander Rally totalling approximately 146 km competitive and the 2024 MMSC Memorial Trial totalling approximately 95 km competitive.

5.2. Late Running time will be 30 minutes.

5.3. Further details of competitive and transport distances and service details will be provided in the Further Regulations.

5.4. The competitive kilometres of the Events will be fully route charted.

5.5. Some transport sections or parts of transport sections of the event may be designated non-service areas.

5.6. Some parts of transport sections may be designated as Restricted Lighting Zones. In Restricted Lighting Zones, driving or spot auxiliary lights are not to be turned on.

5.7. Unsupervised trailer parking (at your own risk) is available at the reserve.

5.8. There is a No Wheelspin policy in place at all Stage Starts, Passage Controls & at designated 'sharp' intersections. These will be advised in the instructions, with signage on the road.

5.9. All course maps will be included with the Route Instructions.

6. Official Maps

There is no official map for the Event.

7. Further Regulations

Further instructions will be emailed to all Crews and will include.

- Competitor Number
- Report time & venue
- Start time & venue
- Odometer check
- List of Competitors
- Running details
- Details of awards
- Availability of fuel
- Any other information or changes that may be deemed necessary.

8. Communication

The free Sportity App will be used for all further communication and as the Official Noticeboard for the event. Competitors must download the App on their phone and/or tablet to access event information placed on the Official Noticeboard. To download the App, use the QR codes below:



The banner features the Sportity logo in the top left and center. The text reads: "For direct event information please download the Sportity app and insert this password: 2024MM". Below the password is a white rounded rectangle containing the text "2024MM". At the bottom, it says "Sportity app is available in" followed by "Available on the App Store" and "Get it on Google play" buttons. Two QR codes are provided for downloading the app. The website "www.sportity.com" is listed in the bottom left.

Once the App has been downloaded:

- If the Sportity App was already downloaded and in use, then open the App and select the menu icon, then select the "+ Add New" button, then enter the password 2024MM to open the 2024 Mitta Mountain Rally Event.
- If the App is in use for first time, then enter the password: 2024MM.
- In device settings, turn on Notifications for this App so important information is not missed

The App Noticeboard contents can be viewed without the App or viewed or printed from a PC using the following link: <https://webapp.sportity.com/channel/2024MM>.

9. Crew Eligibility

9.1. 2024 Moonlight Meander Rally

Both Crew Members must be members of a club affiliated with Motorsport Australia and hold a Motorsport Australia Rally licence, or superior. The Driver must hold a current civil Driver's license valid in Victoria.

9.1.a Both Crew Members must have officiated at any gravel surface Event on the Victorian Rally Calendar within the previous year. Crew Members new to rallying are given 12 months to comply with this requirement. Crew Members who do not meet these criteria will not be permitted to start the Event as per VRB part A Section 9.

9.1.b. The VCRS Rally is open to all grades of competitors, however, Grade A crews are ineligible for awards, refer to VCRS Regulation.

9.1.c. The MINIMUM requirements are a Helmet, neck to ankle non-flammable outerwear (fire resistant suit is preferred) and HANS/Front Head Restraint (FRH) Schedule D of the Motorsport Australia Manual.

9.1.d. As this is Round 3 of 5 of the VCRS, any crew member not previously registered, will not be eligible for Series Points, but will be eligible for event awards and points towards the Annual Champion Club Award.

9.2. 2024 MMSC Memorial Trial

The Entrant and both crew members must be members of a club affiliated with Motorsport Australia and hold a Motorsport Australia Speed license at a minimum. The driver must hold a current civil driver's licence valid in Victoria.

9.2.a. The Event is open to all grades of competitors to participate however only crews conforming to the following will be eligible for event awards: Novice (Grade E) and Rookie (Grade F) competitors.

9.2.b. The FRH is not mandatory for the MMSC MT but is highly recommended.

9.3. All Events

9.3.a. A crew shall comprise of two persons only. One shall be nominated as Driver and one as Navigator. No changing of roles will be permitted throughout the Event except in the case of emergency.

9.3.b. Entrants must indicate which Event, the Rally or Regularity Rally and Class they wish to enter on the Event entry form.

9.3.c. No person may participate in any competitive section without wearing a helmet and apparel to a standard listed in Schedule D of the Motorsport Australia Manual.

Penalty for noncompliance will be exclusion.

HELMETS MUST BE WORN AT ALL TIMES ON COMPETITIVE STAGES

(Australian Standard Motorcycle helmets in good condition will be deemed sufficient)

10. Vehicle Eligibility

10.1. All vehicles eligible for Series points or awards must comply with the provisions of Group 3C, Production Rally Cars (PRC) (which accordingly includes FISA Group A and Group N) or Historic or Group 3 – Club Rally Cars and Classic Rally Cars or road registered 4WD vehicles that comply with Groups A0, A1 or A2 of the Motorsport Australia Cross Country Rally Standing Technical Regulations.

10.2. The following classes shall apply:

- Class A: up to and including 1400cc
- Class B: over 1400cc, up to and including 1600cc
- Class C: over 1600cc, up to and including 2000cc
- Class D: over 2000cc 2 Wheel Drive
- Class E: over 2000cc 4 Wheel Drive

Note: Capacity is multiplied by a factor of 1.7 for forced induction (turbo chargers etc.) and by a factor of 1.8 for rotary powered cars. Competitors are to ensure these factors are applied, if necessary, when nominating a class upon entry.

10.3. Competitors must indicate which class they wish to be entered in on the Entry Form.

10.4. All vehicles competing in VCRS Events must have roll over protection complying with at least Schedule J, Rallies section 3.4 as defined in the Motorsport Australia Manual.

10.5. Junior Cup Vehicle Eligibility

10.5.a. An eligible VCRS Junior Cup vehicle must be a normally aspirated vehicle of no more than six cylinders within the classes of A, B, C or D as listed above.

10.5.b. The vehicle must not be classified by VicRoads as high-powered for the purposes of P Plate power restrictions.

- 10.6.** Vehicles must be presented at scrutiny in a clean and “ready to start” condition.
- 10.7.** Standard Road cars competing in the regularity event must be fitted with at least 2, 1 KG fire extinguishers.

11. RallySafe

- 11.1.** All Competitors must make provision in their competition vehicle for the RallySafe GPS tracking system.
- 11.2.** Competitors must have a RallySafe wiring loom, antennas and mounting kit installed prior to scrutiny. This is a one-off purchase via the RallySafe web shop see: www.rallysafe.com.au/shop/.
- 11.3.** Installation instructions are available at <https://www.rallysafe.com.au/wp-content/uploads/2019/08/Competitor-User-Manual-V2-Wayne-Final.pdf>.
- 11.4.** The RallySafe system must be wired to permanent 12v power.
- 11.5.** The RallySafe GPS tracking unit screen will be available at the event, prior to the start. Further details will be in the Event Further Regulations.
- 11.6.** Competitors should familiarise themselves with the use of the RallySafe by reference to the “Quick Reference Manual” are available at www.rallysafe.com.au/wp-content/uploads/2019/08/Competitor-User-Manual-V2-Wayne-Final.pdf
- 11.7.** Any misuse of the equipment will result in the Competitor being reported to the Stewards of the Event who may impose penalties that may go as far as exclusion.
- 11.8.** RallySafe requires constant power commencing 60-minutes before leaving the first control.
- 11.9.** Should a competitor retire, they must return the tracking unit screen to Rally Headquarters as soon as possible. Do not take the RallySafe units’ home.
- 11.10.** The tracking unit screens should be removed from the rally cars at the Final Control.
- 11.11.** It is solely the Competitor’s responsibility to return the RallySafe tracking unit screen to the Event Organisers immediately after the Event and Sub Events. The Competitor will be responsible for reimbursing RallySafe for the cost of any unit not returned or damaged for any reason.

12. Entries

- 12.1.** Entries must be made on the [MMSC Moonlight Meander Event Entry MA Portal](#)

The entry fees for 2024 will be:

Moonlight Meander: \$650.00
MMSC Memorial Trial: \$450.00

Electronic Funds Transfer: If paying by EFT, you must email a copy of the Transaction Report to the Event Secretary. In the payment description field, please use the three letter event code—MMR—followed by the Entrant’s surname NAME, e.g., MMR Jones.

EFT Details

Account Name Melton Motor Sports Club INC.
BSB 063 241
Account No. 1017 0394

- 12.2.** The field will be limited to 50 vehicles. Entries may be refused in accordance with the NCR.
- 12.3.** Entries will be accepted in order of receipt, up to the field limit.
- 12.4.** Entries received after 24th May start at the rear of the field.

13. Starting Order

- 13.1.** The starting order shall be as per section 6.4 Starting Order of the VCRS Regulations.
- 13.2.** Crews not on the current Victorian Seeding list should provide performance information, including results, to assist the Organisers in determining their starting position.
- 13.3.** Vehicle Numbers will be supplied by the Organisers.

14. Scrutiny

14.1. Scrutineering is to be performed by an approved Victorian Rally Scrutineer **and** must be arranged by the competitor for a time and place suitable to both parties.

The list of approved scrutineers can be found in the 2024 Victorian Rally Bulletin – Part A found on the Vicrally website www.vicrally.com.au. Competitors are strongly encouraged to have their vehicle scrutineered at least 3 days prior to the event so there is adequate time for re-scrutiny if deficiencies are detected.

14.2. Competitors will be required to use the Scrutineering form attached to these regulations, which shall be completed by the Scrutineer. This form must be complete and include the stamp (including Motorsport Australia License number) of the Scrutineer in order to be accepted prior to starting the event.

14.3. Crews are to present the following documentation at Scrutiny:

- Scrutineering Form (see section 13.2)
- Copy of Event Supplementary Regulations and Further Regulations as available
- Motorsport Australia logbook
- Current vehicle registration papers, unregistered vehicle permit and homologation papers (if applicable)
- If on a VicRoads Club Permit (CPS), the CPS logbook

14.4. Crews are reminded to present their vehicles in full rally trim (except for tyres but including safety equipment and driving lights and apparel as required). Vehicles must be presented for Scrutineering and the Event start in a clean and tidy condition. Vehicles deemed not to comply with this requirement by the Scrutineer or Clerk of the Course will not be scrutineered or allowed to start the Event as appropriate.

Please note that Frontal Head Restraints are required for all rallies and will be checked at scrutiny. (ref. Schedule I Motorsport Australia Manual.)

14.5. All competing vehicles must pass Scrutiny to start the Event. A completed Scrutiny Form is required at book-in in order to receive event documentation including route instructions. There will be no Scrutiny at the start.

14.6. The Scrutineers are deemed to be Judges of Fact in regard to Scrutiny matters.

14.7. All cars must be adequately muffled in accordance with National Rally Standing Regulations VG 2.3 Measurement of Emitted Noise. Fuel must be in accordance with Schedule G of the Motorsport Australia Manual.

14.8. An OK/SOS Board must be supplied in each competitive vehicle by the crew. 'OK' shall be green and 'SOS' shall be red. The sign may incorporate reflective materials and be at least A3 size. The board must be accessible by both Crew Members.

14.9. Cars can be scrutineered on the day of the event as the Chief Scrutineer will be available to do so. Please advise the Secretary if this is a preferred option.

15. Documentation & Book-In

15.1. To make our job easier, please scan & email copies of the following documentation to the Event Secretary by **17:00 hrs on Friday 13th September**:

- Motorsport Australia affiliated Club Membership Cards (Driver & Navigator)
- Vehicle Registration/ Permit
- Motorsport Australia Logbook
- Letter of Authority from bona fide owner of vehicle (or applicable Motorsport Australia form)
- Completed Scrutiny Form - attached to this document
- Completed Self-Statement of Vehicle Compliance - attached to this document
- Signed Motorsport Australia Disclaimer - Attached to this document

15.2. At Book-In:

All competitors must present their civil licence and if required, any other documentation from the list above not received, before receiving their Roadbooks and Competitor packs.

16. Controls & Timing

- 16.1.** Controls and timing will be in accordance with the provisions of the RSR in the Motorsport Australia Manual. The Event will use A to A timing.
- 16.3.** Crews are reminded that it is the Crew's responsibility to ensure that all appropriate entries are made completely and correctly on their road card. For this Event, this must be done before leaving the control of that section.
- 16.4.** If used, Passage Controls will be preceded by a "P" board and Observations will be preceded by an "O" board, both within 50m of the Passage or Observation location.
- 16.5.** There will be availability for some training on this timing system on the day of the Event, prior to book in opening.

17. Penalties & Protests

- 17.1.** The Clerk of the Course, when compiling results, reserves the right to take into account any documents provided by Officials of the Event.
- 17.2.** Protests must be lodged in accordance with the NCR.
- 17.3.** All Control Officials of the Event will be Judges of Fact in regard to time and direction of entry into controls.
- 17.4.** Victorian events run under the A to A format are exempted from the time penalty for late arrival from a Liaison section as described in RSR SSR 4.3. However Late Time will accrue accordingly.
- 17.5.** If used, Passage Controls will be preceded by a "P" board and Observations will be preceded by an "O" board, both within 50m of the Passage or Observation location. The penalty for missed or incorrect Information or missed Passage Control will be as described in RSR SSR (ie. 30 points per instance).
- 17.6.** Crews are reminded that it is the crew's responsibility to ensure that all appropriate entries are made completely and correctly on their road card. For this event, this must be done before leaving the control of that section.

18. Crew Conduct

- 18.1.** Practicing and reconnaissance on the roads in the general area of the Event is forbidden for a period of four weeks prior to the start of the Event. Any Competitor doing so will not be allowed to start the Event.
- 18.2.** Any crew observed to be deliberately obstructing the passage of another crew will be liable to exclusion from the Event.
- 18.3.** Any observed misconduct of a crew within a Quiet Zone or Restricted Speed Zone will not be tolerated. Any infringement will be subject to the maximum penalty possible, the minimum being exclusion from the Event.
- 18.4.** In the instance where a vehicle has stopped on a section the first requirement of the competing crew is to prominently display two reflective triangles, so that the following Crews receive adequate warning of any danger ahead.
- 18.5.** Competing Crews are requested to familiarise themselves with all aspects of the RSR, the Victorian Rally Bulletins, the standing regulations of the VCRS, the motor traffic act and to conduct themselves in a manner befitting to the sport.
- 18.6.** The maximum speed allowed on non-bitumen transport sections will be 80 km/h. Lower limits may be specified for bitumen and non-bitumen roads.
- 18.7.** Use of two-way radios and mobile phone communications is encouraged for safety reasons. Please register mobile numbers on your Entry Form.
- 18.8.** Competitors are reminded of bushfire dangers and of civil penalties for throwing lighted matches and cigarettes etc. from vehicles and for entering forest areas with faulty exhausts.

19. Service Crews

- 19.1.** Service Crews must be registered in the space provided on the Entry Form.
- 19.2.** Competing Crews may be penalised for misconduct of their service crew. Any observed misconduct of Service Crews may result in the exclusion of their competing crew from the Event.
- 19.3.** Start, Finish and Service will be at Event Headquarters listed in Article 1. Service crew instructions will be comprehensive and require no supporting maps.

20. Results

20.1. Results are Final 72 hours after publication of the Provisional Results on the Vic Rally website.

21. Awards

21.1. Awards will be awarded in accordance with section 4.1.2 Minimum Awards of the VCRS Regulation.

21.2. Competitors to advise if they wish to receive an award or make a donation to a charity as elected on the entry form.

21.3. Additional awards may be advised in the Further Regulation.

22. Spectators

22.1. A spectator guide will be available at the start of the event.

23. Catering

23.1. To be confirmed in the Further Regulations.

24. Accommodation

24.1. Camping is available at Rally HQ.

25. Integrity

25.1. Smoking (which includes e-cigarettes and “vaping”) and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

Motorsport Australia’s National Integrity Framework and any associated policy (including the Australian Anti-Doping Policy, Motorsport Australia’s Illicit Drugs in Sport (Safety Testing) Policy, the Motorsport Australia Alcohol Policy), apply to any activity authorised by Motorsport Australia as published at www.motorsport.org.au.

Any Participant including the holder of a Motorsport Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, an Australian drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.

Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.

Details				VEHICLE NO.
EVENT	DATE	—	—	ENTRANT/ DRIVER
LOGBOOK NO.	GROUP/ CLASS			REGISTRATION/ PERMIT NO.
VEHICLE MAKE	VEHICLE MODEL			VEHICLE YEAR
TURBO SEAL NO.	RESTRICTOR SIZE	34mm	36mm	Other size

Checks (Strike through all unchecked items or alternatively leave blank)

Vehicle Exterior/Interior								
Headlamps	High	Low		Brakes - pedal height and feel	Horn			
Alt. Headlamps	Number	Mounting	Switching	Handbrake	Safety Triangles			
Turn indicators	Front	Rear	Side	Electrical wiring/switches condition	First aid kit			
Brake lamps		Tail lamps		OK/SOS sign	Rear vision mirror			
Reverse lamps				Seat/s	Driver	Expiry	Co-driver	Expiry
Windscreen wipers/washers		Windscreen condition		Safety harness	Driver	Expiry	Co-driver	Expiry
Tow points	Front	Rear		Safety cage - registration/certification		Number		
Wheels, rims and tyres		Spare wheel mount		Compliance with Schedule J		Safety cage padding		
Fire extinguisher/s	Hand held	Plumbed in		Interior items secure		Seat belt cutters		

Vehicle General				Under Body Condition			
Fuel tank compliance	FIA	Std/date	Or <small>Motorsport Australia</small>	Steering	Play at wheels	Tie rod arms	
Fuel and brake lines		Bumper	Front Rear		Links	Steering box/rack	
Doors and latches		Bonnet secure		Wheel bearings		Throttle return springs	
Boot secure		Fluid leak/levels		Front suspension		Rear suspension	
Battery and mounting		Battery isolator		Driveshafts and joints		Sub frames	
Mud flaps		Wheel fasteners		Chassis			
Exhaust system	Condition/noise/cat. con.	Fireproof bulkhead	Front and Rear	Underbody protection/guards (if fitted)			

Schedule D - Apparel*								
Helmet	Driver	Co-driver	Overall	Driver	Co-driver	Shoes	Driver	Co-driver
FHR	Driver	Co-driver	Underwear	Driver	Co-driver	Gloves	Driver	Co-driver
Balaclava	Driver	Co-driver	Socks	Driver	Co-driver	*Note: Dependent on event type/co-driver gloves not compulsory		

Scrutineer Disclaimer and Declaration

The completion of the checks described on this form is for the sole purpose of acceptance into Motorsport Australia competition. It does not constitute a check or confirmation that the vehicle is in compliance with Motorsport Australia NCR or roadworthiness requirements under the relevant State legislation and neither Motorsport Australia, nor its officials, officers or agents make any undertaking as to whether this vehicle is eligible under law to travel on public roads.

Passed	Rejected	To be represented		
DATE	—	—	PASSED BY	LICENCE NO.
COMMENTS				

Scrutiny Represent

ITEMS TO BE REPRESENTED				
DATE	—	—	PASSED BY	SCRUTINEER'S SIGNATURE
COMMENTS				

Event Entry

Self-Scrutiny Statement of Vehicle Compliance

TSP03EE



Competitor

Competitor - I being the competitor of the vehicle described on the Entry Form and being legally authorised to enter the vehicle described, hereby declare that the vehicle and all related equipment and components necessary for participation in this event shall be presented at all times and in every respect in a condition suitable for use in this activity. I have caused the vehicle to be inspected according to a maintenance schedule which I have developed and declare that it is free from mechanical defects, be they of preparation or structural integrity, that may render the vehicle unsafe for the proposed activity. I acknowledge that where any aspect of the vehicle or related equipment and components is found, by the Chief Scrutineer,

- to be in breach of the Motorsport Australia National Competition Rules (NCR) and/or the Regulations of the Event; or
- to be subject to a serious mechanical defect,

that I may be subject to penalties under the NCR.

My signature below indicates my acceptance of the above declaration.

Driver, Co-Driver/Navigator

I/we being the named driver/co-driver/navigator of the vehicle described on this form hereby declare that I/we have been fully briefed by the competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition, and are satisfied that the vehicle is safe and suitable for the intended competition and that my/our competition apparel is in compliance with the NCR; Schedule D – Apparel.

My/our signature/s below indicate acceptance of the above declaration.

The Event

EVENT NAME

DATE - -

PERMIT NO.

as per the Supplementary Regulations.

Declaration

COMPETITOR NAME

COMPETITOR SIGNATURE

DRIVER 1 NAME

DRIVER 1 SIGNATURE

DRIVER 2, CO-DRIVER OR NAVIGATOR NAME

DRIVER 2, CO-DRIVER OR NAVIGATOR SIGNATURE

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

I, _____ of _____

am the parent/ guardian (*tick 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.

SIGNATURE

DATE - -

Vehicle issued with a Motorsport Australia Log Book - Recent Competition and Scrutiny Audit History

For a vehicle that is issued with a Motorsport Australia Vehicle Log Book the Competitor must complete the following table showing the Competition and Scrutiny history of the vehicle described above for the last five relevant Events as shown in the Vehicle Log Book. If at the time of completion of this declaration the vehicle is entered into another Event yet to be held, please indicate in the space provided.

DATE	VENUE	SCRUTINY AUDIT CONDUCTED	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		OTHER EVENT - YET TO BE HELD	

Risk Warning and Disclaimer

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 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 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 Activities;
- 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:

- "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;
- "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, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- "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;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "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;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a sporting activity; or
 - a similar leisure time pursuit or any other activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

CATEGORY/COMPETITION NUMBER (IF APPLICABLE)

FOR COMPETITOR, DRIVER OR NAVIGATOR
MOTORSPORT AUSTRALIA LICENCE NO.

I do hereby declare that I am a full financial member of a Motorsport Australia Affiliated Sporting Car Club at the time of the event Yes

or,
I am a service crew member Yes

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.

NAME

SIGNATURE

SIGN HERE

DATE

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

I, _____ of _____
am the parent/ guardian (*tick 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 their own risk.

SIGNATURE

SIGN HERE

DATE

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