***AROCA SPRINT SANDOWN ROUND 3***

### At the Sandown Raceway Saturday 08 May 2021 Entry Form

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

The event comprises a morning practice session followed by timed sprints. Entry limit is 100 cars or at the discretion of the event secretary. Maximum of 2 entries per car. Entries open on publication and ***closes on 30 April 2021***.

|  |  |  |  |
| --- | --- | --- | --- |
| Entrant / Car Owner |       |  |       |
| Driver No. 1 |       | Driver No. 2 |       |
| Address |       | Address |       |
| Phone |       | Phone |       |
| **Email (clearly)** |       | **Email (clearly)** |       |
| Member of which club |       | Member of which club |       |
| Membership Number |       | Membership Naumber |       |
| Lic.No. |       | Lic.No. |       |
| Expires |       | Expires |       |
| Car Make | Model | Colour | Capacity | **Best Time at This Circuit** | Class (see ClassList below) | Log BookNo | Preferred Comp No. |
|       |       |       |       |      Min     Secs |       |       |       |
| Select your preferred run group | Group 11:20 – 1:24 | Group 21:25 – 1:31 | Group 31:32 – 1:37 | Group 41:38 – 1:45 | Group 51:46 – 1:51 | Group 6**INSTRUCTIONAL** |
|  |       |       |       |       |       |       |
| **You have read and understand the Supp Regs** | **Check BOX->** | **YES**       | **NO**       |  |  |

***Note: AROCA only A Declaration of the chosen ‘Alfa Romeo’ vehicle only competition class is to be submitted with this entry form if not previously provided.***

**Class List**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Alfa Romeo Cars** |   |  |   |   |   |
| Standard | 0-1299cc | S1 |   | Modified | 0-1299cc | M1 |
|   | 1300-1599cc | S2 |   |   | 1300-1599cc | M2 |
|   | 1600-1999cc | S3 |   |   | 1600-1999cc | M3 |
|   | 2000-2999cc | S4 |   |   | 2000-2999cc | M4 |
|   | 3000 and over | S5 |   |   | 3000 and over | M5 |
| Racing | 0-1299cc | R1 |   | **All cars not Alfa Romeo** |  |
|   | 1300-1599cc | R2 |   | Associate | 0-1999cc | A1 |
|   | 1600-1999cc | R3 |   |   | 2000 and over | A2 |
|   | 2000-2999cc | R4 |   |   | Clubman | A3 |
|   | 3000 and over | R5 |   |  |  |  |
| Twin Spark | TS |  |  |  |  |

**Entry Fee: $250.00 per driver (Incl. GST) by 30 April 2020. Entry after 30 April is $290**.  ***Enter credit card details below*** *and return to:* Neil Choi 41 Fairbank Crescent Lower Templestowe 3107. Phone: 0433 11 66 47.E-mail: **neilchoi116@gmail.com**

**AROCA Sandown 08-May-2021 Please charge to my Credit Card (VISA / M/C)**

**Amount: $      Type of card:**

**Credt Card Number:**

**Expiry Date:       :**

**Name on Card:      Signature:**

**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 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 agree:**

* 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**;
	+ 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 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 you 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 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 their 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 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](http://www.cbs.sa.gov.au/)

## Definitions:

1. “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;
2. “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, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
3. “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;
4. “Motorsport Australia” means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
5. “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;
6. “Recreational Services” means (unless otherwise defined in this document) services that consist of participation in:
	1. a sporting activity; or
	2. a similar leisure time pursuit or any other activity that:
		1. involves a significant degree of physical exertion or physical risk; and
		2. is undertaken for the purposes of recreation, enjoyment or leisure.

COVID 19 DECELARATION

I declare that I:

• have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);

• am not currently experiencing any symptoms of COVID-19;

• have not been in contact with a known COVID-19 positive case in the previous 14 days; and

• have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and

• have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in

conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by Motorsport Australia and the Entities. I agree to comply with all policies, rules, regulations and directions of Motorsport Australia 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 |
| **Driver 1** |  |  |  |
| **Driver 2** |  |  |  |
| **Competitor** |  |  |  |

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\*