



# GRAFTON SPORTING CAR CLUB INC.

## SUPPLEMENTARY REGULATIONS

GSCC 1<sup>st</sup> ANNUAL HISTORIC HILL CLIMB 25<sup>TH</sup> – 27<sup>TH</sup> June 2021

**The Event will be conducted** under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia, the Speed Event Standing Regulations, these Supplementary Regulations and any Further Regulations or Bulletins that may be issued prior to the event and approved by Motorsport Australia. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, This Event will be conducted under and in accordance with any and all of the current Motorsport Australia COVID-19 Ready to Race strategy requirements which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://www.motorsport.org.au)

1. **The Event will be held on** 25 -27<sup>th</sup> JUNE 2021 at the Mountain View Motor Sport Complex, 262 Clarence Way, Mountain View, NSW 2460.
2. **The event will be conducted under** Motorsport Australia Permit no **221/2706/01** which has been issued and will be displayed at the event.
3. **The Event will be organized and promoted** by a committee from the Grafton Sporting Car Club Inc and is a **Multi-Club Hillclimb**.
4. **The Event will include as a minimum** of 3 runs per day, of the 968 metre Hillclimb course in accordance with the Motorsport Australia Hillclimb Regulations.
5. **The Stewards for the Event will be:** Motorsport Australia Appointed.

**Chief Steward** Roger Evans.

### Officials of the Event will be:

Event Contact:	Graham Merry	Phone: 0408 662 656
Clerk of the Course:	Graham Merry	Phone: 0408 662656
Secretary of the Meeting	Kerry Anne Merry	Phone: 0448 136 267
Chief Scrutineer:	John Smith	Phone: 02 6642 3867
Originality Check	Ken Norton	Phone 0403 521 468.
Timekeeper	Graeme Hicks	
<u>COVID CHECKER:</u>	Graham Merry	

All officials will be judges of fact.

Entries open upon publication of these Supplementary Regulations and close at 5:00PM on 11th June 2021

- a. Maximum number of Driver entries for the Event: **80**, Reserves: 5 and shall be accepted in order of receipt.
  - b. Maximum number of Drivers per Competitor: 2
  - c. Entries are open to members of all Motorsport Australia affiliated car clubs. Single event licences will be available.
  - d. Entries will be accepted in order of receipt. Entries must be received by the Secretary of the Meeting on a properly completed Entry Form accompanied by the correct fee. An incomplete entry Form or lack of accompanying Entry Fee will result in non-acceptance of that entry.
  - e. The Organiser reserves the right to refuse entry to any Competitor in accordance with NCR 83 of the current Motorsport Australia Manual.
6. Entry fee \$180.00 ( GST Inc.)
- a. Cheque/Postal orders should be made payable to Grafton Sporting Car Club Inc. and mailed to arrive prior to the closing date, with the Entry Form to; - The Secretary of the Meeting.

Grafton Sporting Car Club Inc.

PO Box 334.

Grafton NSW 2460.



## GRAFTON SPORTING CAR CLUB INC.

Online entries are available at [www.gsc.org.au](http://www.gsc.org.au) where you may select the Motorsport Australia on-line Event Entry system, the GSCC online entry or print out a "Mail In" Entry form. Credit & Debit card, PayPal, Direct Deposit. EFT and Cheque payment options are available, payment to accompany the entry.

**LATE; PHONE; EMAILED or SCANNED ENTRIES WILL NOT BE ACCEPTED.**

7. **Refunds:** The Event Contact as noted above must be notified by 5pm on Wednesday 23<sup>rd</sup> June 2021 for entrants to be entitled to a refund or credit. Any entrant that does not notify the Event Contact by this day and time will forfeit their Entry Fee.
8. **Minimum Licences:** Current Motorsport Australia Level 2S/2SJ Licence and current Motorsport Australia affiliated club membership card are compulsory and must be produced at the event. If issued, Motorsport Australia Vehicle Logbook must also be presented.
9. **Event format:** The Event will be run over three (3) days, Scrutiny as per part c. below will commence at 07:30 am on Friday 25<sup>th</sup> June 2021, track familiarisation will commence at 12:00 Noon and conclude at 04:00pm. Further Scrutiny as required will commence at 07:30 and conclude at 09:00 on both Saturday 26<sup>th</sup> June & Sunday 27<sup>th</sup> June 2021.
  - a. All vehicles must comply with Schedules A & B of the Motorsport Australia General Requirements for Automobiles (as specified in the current Motorsport Australia Manual of Motor Sport) including a fire extinguisher (Schedule H of the current Motorsport Australia Manual); blue triangle (for battery) and a secondary method for fastening the bonnet. All vehicles shall be adequately muffled to comply with noise restrictions.
  - b. Maximum noise limit: 92 dba at 30 metres. Any competition vehicle found to exceed the maximum noise emission limit will be suspended from the Event until the Chief Scrutineer / Clerk of the Course is satisfied that action has been taken to bring it within the limit.
  - c. Drivers and vehicles must be presented in a clean and tidy manner. Note: The Event will not be delayed due to late arrivals; A Self Scrutiny Declaration completed by each Competitor and Driver together with a completed Self Scrutiny Checklist must be submitted to the Event Organiser prior to the event. Drivers apparel checks will be undertaken at the competitor's location **DRIVERS BRIEFING** will be held at 9:00 am on Saturday 26<sup>th</sup> & Sunday 27<sup>th</sup> June 2021 per the P.A. system. The Covid official will ensure compliance and briefing attendance; failure to comply may result in penalties being applied by the Stewards of the meeting. The Event commences at 9:15am and finishes at 4pm
10. **Vehicle categories and classes:** As per current Motorsport Australia Manual of Motor Sport or club specific. The event is open to all Historic vehicles built prior to 1975 which must pass an originality check. The organiser may deny entry or re-classify any vehicle if they believe it is not eligible for the event/category/type or class in which it has been entered.
11. **Competitors/Drivers** of road registered vehicles must provide written proof of registration i.e. confirmation of Reg. from RMS.
12. **Fuel:** All Competitors are permitted to use any fuel as defined in Schedule G in the current Motorsport Australia Manual.
13. **Vehicles running on alcohol** shall have signage indicating the use as prescribed in Schedule G of the current Motorsport Australia Manual of Motor Sport.
14. **Driver Safety:** Drivers must wear all apparel which complies with Schedule D of the current Motorsport Australia Manual. including a **HANS device** where applicable.
  - a. A helmet that complies with AS1698 or better (as per Schedule D of the current Motorsport Australia Manual of) and carries marking to that effect or is otherwise specifically approved by Motorsport Australia.
  - b. Non-flammable clothing, including cover from throat to wrists to ankles (apparel of nylon or similar material is forbidden). Flame retardant overalls, or better are highly recommended (as per Schedule D of the current Motorsport Australia Manual).
  - c. Suitable flame-retardant footwear (thongs, open sandals, high heeled shoes and nylon joggers are forbidden), and



- d. In open cars, goggles or a visor with a lens material other than glass (to AS1609) are mandatory as are leather gloves or Nomex gloves which entirely cover the hands
15. **Dangerous Drivers and Cars:** The organisers reserve the right to exclude, either before or during the event in consultation with the Originality Checker & Stewards of the Meeting any Driver or car considered to be ineligible, unsuitable or unsafe, for any reason including the standard or manner of driving.
16. **Car Numbers:** Please ensure that numbers in accordance with "Schedule K" of the current NCR's are displayed on the windscreen and door panel on each side of vehicle.
17. **Replacement Vehicles:** At the sole discretion of the Clerk of the Course, a Driver whose vehicle has broken down may use a replacement vehicle. The replacement vehicle must have been scrutineered, and preferably in the same category/type and class as the original vehicle. Where the original vehicle has recorded a time and the scrutineered replacement is not in the same category/type and class as the original vehicle, the replacement vehicle will not be eligible for prizes and/or trophies.
18. **Timing Equipment:** will be with accuracy of 0.01 sec (1/100th)
19. **Penalties:** Any Competitor deemed by a Judge of Fact to have moved a witch's hat/cone shall incur a five second penalty for that run.
20. **Re-runs:** will be permitted at the sole discretion of the Clerk of the Course. A restart will only be permitted if the rear wheels have not crossed the start line, if a red flag is displayed on the hill or a miss time occurs. If a re-run is required, it cannot be commenced before 5 other vehicles have completed their runs.
21. **Awards:** will be presented after the conclusion of competition and will be Medals/Trophies for first in Class only, all competitors will receive a special Event medallion.
22. **Authority of Officials:** Any Driver not following a reasonable instruction by an official during the Event may be excluded from the Event at the discretion of the Stewards of the Meeting.
23. **Medical Facilities:** Ambulance & Paramedic.
24. **Crash rescue and firefighting facilities:** Flat & Lift tow facilities, also trackside marshals at each section of the track with fire extinguishers
25. **Insurance:** 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](http://www.motorsport.org.au).
26. **Protests:** Any protest must be made in accordance with Part XII of the current NCR's.
27. **Postponement/Abandonment/Cancellation:** The organisers reserve the right to postpone, abandon or cancel the Event in accordance with NCR 59 of the current Motorsport Australia Manual
28. **Alcohol, Drugs & Other Substances**
29. Any holder of a Motorsport Australia '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 Motorsport Australia Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy as published on the Motorsport Australia 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 Motorsport Australia 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Standard Operating Procedure for Breath Alcohol Testing.
30. **Refreshment Facilities:** Full canteen facilities are available.
31. **Additions and/or alterations:** Any additions and/or alterations to these Supplementary Regulations will be notified to all Drivers in **Final Regulations** or during the **Drivers briefing**.



**32. VEHICLE CATEGORIES.**

**GROUP 1.** Pre 1945 All vehicles

**GROUP 2.** 1945 -1960 Sedans.

**GROUP 3.** 1945 -1960 Sports/Racing.

**GROUP 4.** 1945 -1960 Production Sports.

**GROUP 5.** 1961 – 1970 Sedans

**GROUP 6.** 1961 – 1970 Sports/Racing

**GROUP 7.** 1961 – 1970 Production Sports

**GROUP 8.** 1971 -1975 Sedans.

**GROUP 9.** 1971 – 1975.Sports/Racing.

**GROUP 10.** 1971 – 1975 Production Sports.

**NOTE:** The organisers may designate vehicles into displacement classes dependent upon entries. If a class results in fewer than three (3) automobiles the organiser may at their discretion amalgamate only the displacement classes within that group.

**General**

Drivers and Pit crew are encouraged to download the COVIDSafe App.

Stay at home if you have any cold or flu symptoms. Please email the club to reschedule your booking. Maintain social distancing measure 1.5 metres. Do not gather in groups.

Wash your hands frequently. Dispose of any paper towels that you have used in the bin. Sanitizer is provided at various locations around the skidpan and pits. Please use it regularly.

If you develop symptoms while at the track, you must immediately isolate from everyone other than immediate family, inform the Covid-19 officer at the track, pack up and leave.

**Restrictions**

Under no circumstances should anyone with symptoms consistent with COVID-19 attend the event. This includes any fever, respiratory symptoms, shortness of breath, sore throat, cough, fatigue, or lack of sense of smell.

Under no circumstances should anyone attend the event if they have been:

- i. overseas in the previous 14 days: or
- ii. in contact with someone who has been overseas in the previous 14 days: or
- iii. in contact with a known COVID-19 positive case in the previous 14 days



# GRAFTON SPORTING CAR CLUB INC.

## ENTRY FORM

HISTORIC HILLCLIMB – CLUB / MULTICLUB

### PLEASE COMPLETE ALL SECTIONS, UNFILLED SECTIONS WILL LEAD TO INVALID ENTRY

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia and the Supplementary Regulations for the event which this forms a part

#### COMPETITOR (Car owner)

Name:	Contact Phone No:
Postal Address:	Postcode:
Licence No:	Expiry date:
Club & Membership No:	Expiry date:
Emergency Contact:	Phone:

#### DRIVER – “as above”, “same” etc. is **not permitted** and your entry will be considered invalid

Name:	Contact Phone No:
Postal Address:	Postcode:
Licence No:	Expiry date:
Club & Membership No:	Expiry date:
Email (please print clearly):	Do you wish to be added to the event mailing list: YES / NO

#### EMERGENCY CONTACT DETAILS

Contact name:	Contact number:
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#### VEHICLE DETAILS.

Road registered <input type="checkbox"/> Yes <input type="checkbox"/> No	Turbo charged <input type="checkbox"/> Yes <input type="checkbox"/> No	Log Booked <input type="checkbox"/> Yes <input type="checkbox"/> No			
Rego no. ....	Modified <input type="checkbox"/> Yes <input type="checkbox"/> No	Logbook No. ....			
Expiry Date: ....					
Year:      Fuel Type:	Make:	Model:			
Capacity:	Drive:      RWD / FWD / 4WD	Preferred car no:			
GROUP 1 <input type="checkbox"/>	GROUP 2 <input type="checkbox"/>	GROUP 3 <input type="checkbox"/>	GROUP 4 <input type="checkbox"/>	GROUP 5 <input type="checkbox"/>	GROUP 6 <input type="checkbox"/>
GROUP 7 <input type="checkbox"/>	GROUP 8 <input type="checkbox"/>	GROUP 9 <input type="checkbox"/>	GROUP 10 <input type="checkbox"/>		

#### ENTRY TYPE

Please tick: <input type="checkbox"/> Entry - \$180.00	Junior Competitor, please ensure that consent form is completed.
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#### CLUB USE ONLY

Payment received:      /      /	Payment method: <input type="checkbox"/> Cheque <input type="checkbox"/> Money order <input type="checkbox"/> Cash <input type="checkbox"/> Direct Deposit <input type="checkbox"/> PayPal
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Please see pages 7 & 8 for disclaimer and parental / guardian consent



**DISCLAIMER**

Driver			
Witness			
Competitor			
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.....

Date.....

Parent/Guardian\*

Witness.....

Date: .....

Name and address of witness:

**RISK WARNING AND ASSUMPTION OF RISK**

**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.**

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 & 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 the 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. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an 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 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 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 Motorsport Australia 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.cbs.sa.gov.au](http://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, pit crew, delegates, licence holders, representatives, 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.

**Declaration**

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.