

##### Come & Try Tamborine Khanacross

##### Service Crew registration & disclaimer

**Date of event: Sunday 6th June 2021**

*Read the Supplementary Regulations before completing this entry form.*

*There are three pages to this document. Held under the International Sporting Code of the FIA and the National Competition Rules of Motorsport Australia.*

*To be completed by the service crew individually, saved, then emailed to the event contact as per the supplementary regulations prior to entry the closing date.*

**Information can be typed directly into the boxes**

|  |  |
| --- | --- |
| Driver you are servicing for: |  |
| Your Name |  |
| Date of birth (for Juniors only) |  |
| Address |  |
| Mobile Phone |  |
| Email |  |
| Next of Kin’ Contact details | Name |  |
| Relationship |  |
| Contact number |  |
| **PARENT’S / GUARDIAN’S PERMISSION** |
| (To be completed by the Parent / Guardian for any crew member who is under 18 years of age) |
| Minor’s name |  |
| Address |  |
|  | State |  | Post Code |  |
| I agree / do not agree to give consent for “the minor” to be photographed or filmed and these photographs or film to be ‘posted’ on the GCTMC Inc. web site and Facebook. (Type agree or do not agree in the adjacent column.) | Yes  | No |
| I am the parent guardian of “the minor” noted below who is under 18 years old. I have read this documentation and the supplementary regulations and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor. I consent to the minor attending/participating in the event at his/her own risk. |
| Parent / Guardian’s nameDelete whichever does not apply |  | Date |  |
| **Service Crew and parent / guardian disclaimer found on the next two pages must also be completed.** |
| **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.**I acknowledge thatthe 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 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.

**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:**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;  |
| **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; 1. “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;
2. “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; 1. “Motorsport Australia” means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
2. “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;
3. “Recreational Services” means (unless otherwise defined in this document) services that consist of participation in: a. a sporting activity; or

b. a similar leisure time pursuit or any other activity that: i. involves a significant degree of physical exertion or physical risk; and ii. is undertaken for the purposes of recreation, enjoyment or leisure. |
| **COVID-19 Declaration** |
| 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.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 signsindicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the EventOrganiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at theEvent I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come intocontact with at the Event.I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respectof COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied inconjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary actionbeing 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 (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 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 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 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. |
| **Applicants name** |  | **Date** |  |
| **Parent / Guardian Consent (must be completed for all applicants under 18 years of age)** |
| **I, (Parent / Guardian’s name**  |  |
| **of address** |  |
| **am the parent (place x in box)** |  | **am the guardian (place x in box)** |  |
| 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. |

**Risk Warning, Disclaimer**

**an Indemnity**

**COVID-19 Declaration**

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