



ROVER SCOUT MOTORSPORT
TOP GEAR SCOUT- JUNIOR DEVELOPMENT
PROGRAM 17-18 MARCH 2018



SUPPLEMENTARY REGULATIONS

1. The Event

- a) The event shall be a non-competitive motorsport Junior Development Program. It will consist of 6 Motorkhana tests in which young drivers will drive under the direction of experienced instructors. The event permit number is: 318/1803/01
- b) The event will be conducted under and in accordance with the CAMS OH&S and Risk Management Policies, which can be found at www.cams.com.au
- c) Insurance will be provided in accordance with Appendix I of the current CAMS Manual.

2. Promoters

The Promoter of the event is 1st Wantirna South Scout Group on behalf of Rover Scout Motorsport:

3. Officials

Clerk of Course:	Rob Graham	(1052844)	0411 061 409
Asst. Clerk of Course:	Craig Francis	(1091139)	
Scruitneer:	Jamie Anderson	(1052518)	

4. Authority

The event will be conducted under the International Sporting Code of the FIA, the National Competition Rules of the Confederation of Australian Motor Sport, National Motorkhana Code, these supplementary regulations and any further regulations that may be issued.

5. Place and Date

The venue is Mafeking Rover Park, Caveat and the event shall be held on Saturday March 16th 2018 and Sunday 17th March 2018. The surface is Dirt.

6. Entries

- a) Entries will open on the publication of these regulations and close on March 1th 2018.
- b) Entries are open to persons aged between 12 and 17 years.
- c) The maximum number of entries which will be accepted is 100 per session.
- d) All participants must complete and sign the Entry Form, read the disclaimer and have parental consent to participate.
- e) The Promoter reserves the right to refuse entry in accordance with NCR83.

7. Schedule and Awards

- a) As this is a non competitive event there will be no results published or awards presented.
- b) The program will consist of attending a Road Safety Lecture at the start of the session followed by driving a vehicle through a series of tests.
- c) Event Start Time: 0900; Event Finish Time: 1530.
- d) Session times are outlined in the overall Top Gear Scout camp schedule.
- e) Tests will be selected from the CAMS Motorkhana Test Booklet.

8. Instructors & Vehicles:

- a) Instructors must hold a current civil Driver's Licence, CAMS L2NS Licence or superior, and a club membership with an affiliated car club of CAMS. This must be presented to scrutiny, along with the vehicle logbook (if issued).
- b) Suitable vehicle will be provided by the event organisers, subject to Scrutiny for safety before the event.
- c) All cars must be adequately muffled to comply with CAMS noise emission requirements.
- d) Fuel must comply with Schedule G of the current CAMS Manual.

- e) All vehicles must comply with Schedule A (refer 'General Requirements for Cars and Drivers' in the CAMS Manual) and with the Group 4H Regulations.
- f) All drivers and instructors must comply with Schedule D of the CAMS Manual regarding apparel.

10. Alcohol, Drugs and other substances

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

11. Abandonment

- a) The promoters reserve the right to abandon, postpone or cancel the meeting in accordance with NCR 59.



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PROGRAM 17 – 18 MARCH 2018
CAMS Permit: 318/1803/01



DISCLAIMER, EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK – DRIVER

For Drivers participating in the Junior Development Program at Mafeking Rover Park on Saturday March 17th and Sunday March 18th 2018.

Please complete the disclaimer and return to the Event Organiser as per bottom of page 5.

RISK WARNING, DISCLAIMER AND INDEMNITY

Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motor Sport Activities. I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport Activities include but are **NOT LIMITED** to the risk that I may suffer harm as a result of:
 - motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
 - others participants acting dangerously or with lack of skills;
 - high levels of noise exposure;
 - acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
 - the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

In exchange for being able to attend or participate in the Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - a) my **death**;
 - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a **disease**;
 - d) 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**:
 - i. that is or may be harmful or disadvantageous to me or the community; or
 - ii. that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motor Sport Activities **at my own risk**. I **understand** that:
 - nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of the Entities as the supplier of the Motor Sport Activities / Recreational Services;
 - nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
 - nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
 - nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.

Where Motor Sport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

**WARNING APPLICABLE IN RELATION TO MOTOR SPORT ACTIVITIES HELD IN VICTORIA
WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT
2012:**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does **NOT** include a claim under a CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' public/product/professional indemnity insurance policies **and** each of their related bodies corporate (including their related bodies corporate) **and** each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "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;
- f. "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.

DECLARATION

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

Scout Driver Name: _____

Scout Group : _____

Home Address: _____ **Postcode:** _____

Contact telephone numbers: (Home) _____ **(Mobile)** _____

Driver's Signature: _____ **Date:** _____

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 minor") who is under 18 years old. I have read this document 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.

Signature: _____ **Date:** _____

Parent/Guardian*

Parental contact telephone number: (BH) _____ **(AH)** _____

Please send your completed disclaimer to the Event Organiser by post or email:

Postal Address:

Tom Maddison
7 Stirling Court,
Kilsyth, VIC, 3137

Email:

admin@topgearscout.com