

# CIRCUIT

Baskerville Raceway

**DATE OF ACTIVITY TYPE OF ACTIVITY ACTIVITY NUMBER**

Parvin

Private Practice

Held under the International Sporting Code of the FIA, the National Competition Rules of CAMS and the risk management conditions of TOPCAR.

**Entrant**

|  |  |  |
| --- | --- | --- |
|  | Entrant | Driver |
| Name |  |  |
| DOB |  |  |
| Address |  |  |
| Phone |  |  |
| Emergency Contact |  |  |
| CAMS ID |  |  |
| CAMS Licence Expiry |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Make of Car |  | Car No. |  |
| Model |  | Timer No. |  |
| Colour |  | Log Book No. |  |

I being the competitor entrant/s of the Automobile described on this Entry Form wish to enter that Automobile for the above Activity. Being legally authorised to enter the car described on this form, I hereby declare that the Automobile and all related equipment and components necessary for participation in this event must be presented, at all times in every respect, in a condition suitable for use in this Activity, and that I have caused the Automobile to be inspected according to a maintenance schedule which I have developed and that it is free from mechanical defect, be they of preparation or structural integrity, that may render the Automobile unsafe for the proposed Activity.

**Automotive**

**For Entrants**

I being the named Driver of the Automobile described on this form hereby declare that I have been fully briefed by the entrant on all aspects of operation of the Automobile, including peculiarities relating to its handling and performance during an Activity; and I have satisfied myself that the Automobile is safe and suitable for the intended Activity; and that my Activity apparel, including helmet and any HANS ® device (where required) is in compliance with Schedule D of the CAMS Manual.

**For Drivers**

## I acknowledge and agree that it is a fundamental condition of issue of this licence and its continuing validity that I:

**Fit and Proper Person**

1. have advised CAMS in writing of any act, omission, fact or circumstance which may affect my ability to be and remain a fit and proper person to hold this licence and exercise the duties and privileges that relate to it;
2. have advised CAMS in writing if I have been found guilty of or charged with any:
   1. serious indictable criminal offence; or
   2. sexual offence,

(unless this is a ‘spent’ or ‘annulled’1 conviction); and

1. undertake to advise CAMS immediately in writing upon any court of competent jurisdiction making any such finding, or upon being charged with any such offence.

I acknowledge and agree that CAMS may, in its absolute discretion (subject to this clause) refuse to issue, suspend or withdraw this licence at any time should CAMS reasonably form the view that I may not be, or am not, a fit and proper person to be granted or hold this licence and/or exercise any of the duties and/or privileges that arise from, or relate, to it, however I understand that before a licence is refused, suspended or withdrawn by CAMS I will be afforded the opportunity to address the CAMS Board in writing on the proposed refusal, suspension or withdrawal.

1 As determined by the Crimes Act 1914 (Cth), Criminal Records Act 1991 (NSW), Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld), Spent Convictions Act 2000 (ACT), Criminal Records (Spent Convictions) Act 1992 (NT), Spent Convictions Act 1988 (WA) and/or the Annulled Convictions Act 2003 (Tas) (including their successors and replacements.)

### RISK WARNING AND ASSUMPTION OF RISK

**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:
  + 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 Motor Sport Activities;
* to **indemnify and hold harmless and keep indemnified** CAMS 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 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 CAMS and 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.

### DEFINITIONS

1. “CAMS” means the Confederation of Australia Motor Sport Ltd.
2. “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;
3. “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.
4. “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;
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.

I/We being the competitor Entrant and/or Driver, certify that the particulars in this entry form are true and correct in every particular, to the best of my/ our knowledge and belief.

**Declaration**

I/we declare that I/we have read and understood the Activity Description Bulletin and the CAMS Risk Management Conditions issued for the event, and agree to be bound by them and the provisions of the NCR of the Confederation of Australian Motor Sport Limited (CAMS).

I/We being the competitor Entrant and/or Driver, certify that the Automobile described on this Entry Form complies with Schedule A and B of the NCR of the Confederation of Australian Motor Sport Limited (CAMS).

**ENTRANT NAME**

**SIGNATURE**

**DRIVER NAME**

**SIGNATURE**

SIGN HERE

**DATE — —**

SIGN HERE

**DATE — —**



I of

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

am the parent/guardian *(Delete non 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.

**DATE — —**

SIGN HERE

|  |  |
| --- | --- |
| **Car No**  **INFORMATION REQUIRED FOR PIT CREW MEMBER** | **Team Name.** |
|  |  |
|  | Pit Crew / Family Member 1 |
| **Name** |  |
| **Address** |  |
| **Contact Number** |  |
| **Signature** |  |
|  | Pit Crew / Family Member 2 |
| **Name** |  |
| **Address** |  |
| **Contact Number** |  |
| **Signature** |  |

(**This must be filled in or no admission to Pit Area)**