

<b>KHANACROSS ENTRY FORM</b>	<b>OFFICIAL USE ONLY</b>	
	<b>CLASS</b>	<b>CAR NO</b>

<b>EVENT</b>		<b>DATE</b>	
<b>CLUB</b>	CNCSCC	<b>ENTRY FEE</b>	\$

<b>COMPETITOR (Car Owner)</b>	
Name	_____
Address	_____ _____
Phone	_____
Mobile	_____
Email	_____
CAMS Licence No.	_____
Club	_____
Member No.	_____

<b>DRIVER</b>	
Name	_____
Address	_____ _____
Phone	_____
Mobile	_____
Email	_____
CAMS Licence No.	_____
Club	_____
Member No.	_____

DESCRIPTION OF CAR								
MAKE	MODEL	YEAR	COLOUR	BODYTYPE	CAPACITY	2WD/4WD	TURBO	CLASS

<b>SCRUTINEER SAFETY CHECK</b>
<input type="checkbox"/> NO APPARENT FAULTS FOUND
SCRUTINEER'S SIGNATURE .....

<b>RISK WARNING, DISCLAIMER AND INDEMNITY</b>
<p>Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.</p> <p>If you do not wish to be exposed to such risks, then you should not participate in Motor Sport Activities.</p> <p>I acknowledge that:</p> <ul style="list-style-type: none"> <li>• 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:</li> <li>• motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;</li> <li>• others participants acting dangerously or with lack of skills;</li> <li>• high levels of noise exposure;</li> <li>• acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and</li> <li>• the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.</li> </ul> <p><b>EXCLUSION OF LIABILITY, RELEASE &amp; INDEMNITY</b></p> <p>In exchange for being able to attend or participate in Motor Sport Activities, I agree:</p> <ul style="list-style-type: none"> <li>• to release CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:</li> <li>• my death;</li> <li>• any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);</li> <li>• the contraction, aggravation or acceleration of a disease;</li> </ul>

- 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;
- to be bound to the rules, regulations and policies of the Entities; 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 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**

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "Claim" means 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 sporting activity; or
  - 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:

**COMPETITOR** Signature..... Date.....

**DRIVER** 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 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\*