



Entry Form

CMI Domain Hillclimb

Sunday 27 September 2020

Event entry instructions

1. Please fill out page 2 and 5 of this entry form and submit it using one of the following methods. **Entries must be received by 5pm Thursday 24 September 2020**
 - Hand deliver it to Fogarty Automotive Services, 18 Wellington St NORTH HOBART, or
 - Mail it to Club Motori Italia, PO Box 514 North Hobart 7002, or
 - Email the completed form to clubmotoriitalia@gmail.com
2. Complete the Pre-Scrutineering Checklist before taking the car in for scrutineering.

You must have current car club membership and a Motorsport Australia licence

It is the entrant's responsibility to ensure they have current car club membership and a current Motorsport Australia licence (as per supplementary regulations) **prior** to scrutineering. **Purchasing/joining/renewing car club membership and Motorsport Australia licenses will not be available at scrutineering or on the morning of the event.**

Existing members of a Motorsport Australia affiliated car club **must ensure they have a current membership card** ready for presentation. Expired cards cannot be accepted.

If you are not a member of a Motorsport Australia affiliated car club you may choose to join Club Motori Italia (www.cmi-tas.org) or another affiliated car club of your choice. If you do not have a Motorsport Australia license you will need to organise it via www.motorsport.org.au.

Pre-Scrutineering Checklist

It is the entrant's responsibility to ensure they take all required documentation / equipment to scrutineering.

- Current Car Club Membership Card (expired cards will not be accepted)
- Current Motorsport Australia license (expired licenses will not be accepted)
- AS 1698 compliant Helmet
- Evidence of Payment

Failure to bring any one of these articles to scrutineering may result in the entrant not being approved to compete.



Rec'd Paid	Comp. No
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Entry Form

CMI Domain Hillclimb - Sunday 27 September 2020

Upper Domain Hobart Tasmania

COMPETITOR: (Car Owner)

Name.....

Address..... Post Code.....

Contact Details: Mobile..... Email.....**Do you wish to receive email information about other CMI events** Yes No (please circle)

Motorsport Australia licence number: Type.....

DRIVER:

Name.....

Address..... Post Code.....

Contact Details: Mobile..... Email

Motorsport Australia licence no: Civil Drivers Licence Number.....

Emergency Contact Name.....**Emergency Contact number**.....**I am member of the following car club** **Member number**..... **Expiry date****CAR:** Make Model Colour 4WD Y / NCapacity (forced Induction Y / N) Preferred Comp. Number**ENTRY FEE ENCLOSED****(Cash/Cheque): \$160****(CMI member in an Italian car \$140)**Cheques payable to: Club Motori Italia Inc. at PO Box
514 North Hobart 7002 orOnline transfer to: myState **BSB 807-009 Account no.**
51338411. Please indicate surname on transaction
and email notification of your payment to:clubmotoriitalia@gmail.com.

Domain Hillclimb 2020

DRIVER..... **CAR**..... **COMP. NUMBER**.....

CAR SCRUTINY REPORT: (items as may be required for event category)

	OK	Not		OK	Not		OK	Not
Safety helmet (AS1698+)	[]	[]	Suspension	[]	[]	Camera/s mounts	[]	[]
Drivers Apparel	[]	[]	Brakes	[]	[]	Steering	[]	[]
Fire extinguisher	[]	[]	Wheels/tyres	[]	[]	Fluid leakage	[]	[]
Seat belts/Harness	[]	[]	Valve caps	[]	[]	Throttle closures	[]	[]
Bonnet catches/straps	[]	[]	Tailshaft safety	[]	[]	Other.....	[]	[]

DOCUMENTATION CHECK: (documentation must be current and match the details provided above):

	OK	Not		OK	Not
Car Club Membership	[]	[]	Motorsport Australia Licence	[]	[]

Vehicle Passed: Yes / No. **Documentation Passed:** Yes/No **Scrutineer**..... **No** **Date**.....

RISK WARNING AND DISCLAIMER

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 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.

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 Motorsport 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

Definitions:

a. "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;

- b. "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;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- 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.

Fit and Proper Person

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

- 1. have advised Motorsport Australia 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 Motorsport Australia in writing if I have been found guilty of or charged with any:
 - a. serious indictable criminal offence; or
 - b. sexual offence, (unless this is a 'spent' or 'annulled' conviction); and
- 3. undertake to advise Motorsport Australia 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 Motorsport Australia may, in its absolute discretion (subject to this clause) refuse to issue, suspend or withdraw this licence at any time should Motorsport Australia 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 Motorsport Australia I will be afforded the opportunity to address the Motorsport Australia 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.)

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND 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

COMPETITORS (car owner) SIGNATURE..... DATE.....

DRIVERS SIGNATURE..... DATE.....

PARENT/GUARDIAN CONSENT (must be completed for all applicants under 18 years of age)

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.

* Signed Date.....

COVID-19 Declaration The separate Covid-19 declaration must also be signed and submitted with Entry Form