



Phillip Island Grand Prix Circuit

MOTOR VEHICLE CLOSED PRACTICE DAY FOR PHILLIP ISLAND CLASSIC COMPETITORS

7th MARCH 2019



GATES OPEN 0700 | ON TRACK HOURS 0900 – 1700
All competitors to vacate premises by 18:00hours
CAMS PERMIT UNDER TOPCAR

PAYMENT FORM

Please ensure you return the following completed forms to the details below:

Payment Form

Activity Entry Form & Risk Warning and Disclaimer (completed and signed by both competitor and entrant)

PI Operations Pty Ltd, Race Secretary, RMB 500GP, COWES VIC 3922
Email: info@phillipislandcircuit.com.au

DRIVERS NAME: _____

PRACTICE DAY (Please tick✓) <u>Separate to Weekend Event</u>	Price	Qty	TOTAL
PRE – PAID ENTRY <small>* Must withdraw in writing prior to day to obtain refund</small>	\$175.00	1	\$
GRAND TOTAL			\$

IMPORTANT INFORMATION – PLEASE READ CAREFULLY

- Held under the International Sporting Code of the FIA, the National Competition Rules of CAMS and the risk management conditions of TOPCAR.
- A maximum 95dB(A) noise limit, measured 30 metres from trackside will be strictly applied.
- NOTE: CAMS Provisional Circuit Licence is the minimum level licence required to participate in private practice for a race meeting at Phillip Island.
- Minimum two sessions per category will be scheduled for the day. Schedule for the practice day will be available once entries close.
- Entries received after the 4th February 2019 will be considered on an individual basis and assessed on their merit.

COLLECTION STATEMENT

PI Operations Pty Ltd (ACN 108 623 463) and PI SBK Pty Ltd (ACN 108 623 730) (we, our, us) collect personal information when receiving competitor entries for events held at the Phillip Island Grand Prix Circuit and during the course of such events. The information collected includes the details provided on the front of this form, and may also include photographs and electronic images taken during the course of an event. The information you provide is collected by us for the purpose of processing your entry, event co-ordination, billing, providing you with products and services, conducting research, marketing and promotional activities, business processing activities, contract and event management, legal investigations (including investigations by WorkSafe Victoria) and responding to your enquiries. If you do not provide the information requested (or do not consent to its collection), we may be unable to process your entry and other requests. We will also share information about you with third parties including, but not limited to, law enforcement agencies, motorsport administrators, event promotion consultants, Circuit sponsors and service providers for these purposes. We are not likely to disclose the information to overseas recipients. We will not send promotional and marketing material to you for upcoming events if you ask us not to by selecting the unsubscribe option where applicable or by calling us or emailing us. You can refer to our Privacy Policy on our website www.phillipislandcircuit.com.au. The Privacy Policy contains more information about your right to access and seek the correction of the information we hold about you or to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Alternatively, you may direct any queries you may have in relation to the Privacy Policy or the use of information about you to: PI Operations Pty Ltd, RMB 500GP, Cowes, Victoria, 3922, phone 03 5952 2710, email info@phillipislandcircuit.com.au or fax 03 5952 3160.

PAYMENT DETAILS

Cheque (Please Make Cheques Payable To: PI Operations Pty Ltd) VISA Mastercard AMEX

I would like to pay by credit card and authorise the debit of the following card: Amount Payable: \$ _____

CARD NUMBER: _____ / _____ / _____ / _____ EXPIRY DATE: _____ VER NO _____

CARDHOLDERS NAME: _____ SIGNATURE: _____

Please email receipt (✓ please tick) Email Address: _____

CIRCUIT CONTACT DETAILS

PI Operations Pty Ltd | A.B.N 62 108 623 463
Mail: RMB 500GP | Back Beach Road | Cowes Victoria 3922
Tel: +61 3 5952 2710 | Fax: +61 3 5952 3160 | Email: info@phillipislandcircuit.com.au | Website: www.phillipislandcircuit.com.au

CIRCUIT
DATE OF ACTIVITY
TYPE OF ACTIVITY
ACTIVITY NUMBER

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		

Automotive

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

For Entrants

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.

For Drivers

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.

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 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:
 - a) serious indictable criminal offence; or
 - b) sexual offence,
(unless this is a 'spent' or 'annulled' conviction); and
- 3) 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.

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.

WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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 the CAMS and 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.ocba.sa.gov.au

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 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/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.

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

DRIVER

NAME

NAME

SIGNATURE

SIGN HERE

SIGNATURE

SIGN HERE

DATE

— —

DATE

— —

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

I _____ of _____

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.

SIGN HERE

DATE

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