

**GIPPSLAND CAR CLUB INCORPORATED**  
**SUNDAY September 8th, 2019**  
**MULTICLUB HILLCLIMB**  
**SUPPLEMENTARY REGULATIONS**

**AUTHORITY:** The Event shall be a Multiclub Hillclimb conducted under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport Limited (CAMS), Speed Event Standing Regulations, these Supplementary Regulations, and any further regulations or instructions that may be issued. 319/0809/03

This Event will be conducted under and in accordance with CAMS OH&S, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at [www.cams.com.au](http://www.cams.com.au)

**PROMOTERS:** The event will be Promoted and Organised by the Gippsland Car Club Incorporated, P.O. Box 493, Morwell, 3840. Telephone 0423 569 357.

<b>OFFICIALS</b>			<i>CAMS ID</i>
Club Steward		TBA	
Clerk of the Course		John Bryant (Judge of Fact)	<i>CAMS ID 9025082</i>
Scrutineers		GCC Scrutineering Team/Cliff Whitehead	<i>CAMS ID 9908280</i>
Timekeepers		GCC Timekeeping Team/John Bryant	
Secretary of Meeting		Janet McGinn, P.O. Box 493, Morwell, 3840	<i>CAMS ID 1143130</i>
Organising Committee		Janet McGinn, John Bryant, Michael McGinn, P.O. Box 493, Morwell, 3840.	

**THE EVENT:** The meeting will be held at Bryant Park, Haunted Hills, Bill Schulz Drive, Yallourn, on Sunday 8<sup>th</sup> September, 2019.

**ENTRIES:** will open on the **publication of these Regulations** and will close at **9.00pm Wednesday 4<sup>th</sup> September**. Entry fees for the Multiclub Hillclimb will be **\$100 (Junior Drivers \$50)**. All entry fees include GST. Cheques and Money Orders should be made payable to the Gippsland Car Club Incorporated.

Entry must be made:

- Via the CAMS Event Entry System (MEECAMS)
- Contact Janet via [entry@gippslandcarclub.com.au](mailto:entry@gippslandcarclub.com.au) with any queries
- Or those without computers please contact Janet on 0423569357

Cheques can be made payable to Gippsland Car Club and posted to PO Box 493. Morwell, Vic, 3840.

Details for direct deposit are;  
Gippsland Car Club – Bendigo Bank,  
BSB 633 000  
Account Number 1574 73836.

The Promoters reserve the right to refuse entries in accordance with NCR83 of the current CAMS Manual.

Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at [www.cams.com.au](http://www.cams.com.au) The Promoters reserve the right to stipulate the number of entries for the Meeting, and select entries in excess of such number at their absolute discretion.

**The maximum number of entries may be 120**, accepted in order of receipt.

**PERSONS ELIGIBLE:** The Event shall be open to members of CAMS Affiliated Clubs who are holders of a CAMS Level 2S/2SJ or higher Licence. The invited Clubs are those listed on the CAMS website as being currently affiliated with CAMS (refer to [www.cams.com.au](http://www.cams.com.au))

**SCRUTINY:** Scrutiny for the Multiclub Hillclimb will commence at 8.00 a.m. on Sunday, 8<sup>th</sup> September, 2019. All vehicles must be Scrutineered and passed for competition prior to the commencement of the meeting. Current Membership Cards, Log Books (if issued), Competition Records and a CAMS Level 2S/2SJ or higher Licence must be produced at Scrutiny, and on request throughout the meeting.

**DRIVERS BRIEFING:** The attendance of all Drivers is required at 9.45am for a Drivers' Briefing to be held at on Sunday 8<sup>th</sup> September, 2019. The starting order will be advised at the Drivers Briefing. Any changes to the running order during the Event are at the discretion of the Clerk of the Course.

**COMPETITION:** Official competition runs will commence at 10.00am on Sunday 8<sup>th</sup> September. The track may be available for untimed, unofficial practice on Saturday the 7<sup>th</sup> September from 1.00pm to 4.00pm and may also be available for untimed, unofficial practice on Sunday the 8<sup>th</sup> September from 8.00 am to 9.45am.

**PROTESTS:** Any Protests must be lodged in accordance with Part XII of the current CAMS Manual of Motor Sport.

**ABANDONMENT:** The Promoters reserve the right to abandon, postpone or cancel the meeting in accordance with NCR 59 of the current CAMS Manual. The event will **NOT** be held if a **TOTAL FIRE BAN DAY** is declared in the West and South Gippsland Fire District on the day of the Event

**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 CAMA 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 other 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.

**SAFETY – DRIVER:** Drivers must wear a helmet to a standard listed in Schedule D of the current CAMS Manual, and be deemed by the Scrutineers of the Event to be in a suitable condition for motorsport use, non- flammable clothing, suitable footwear and goggles or visors with lens other than glass in open vehicles (see Schedule D of the current CAMS Manual).

**SAFETY – CARS:** The attention of competitors is drawn to Schedules A and B of the General Requirements for Cars and Drivers of the current CAMS Manual, in which all vehicle requirements are listed in detail. In particular, fuel must be in accordance with Schedule G of the current CAMS Manual and all vehicles must be adequately muffled to comply with noise restrictions.

**ACCEPTANCE OF ENTRIES** **ALL ENTRIES WILL BE DEEMED ACCEPTED FOR THIS MEETING UNLESS THE COMPETITOR IS NOTIFIED TO THE CONTRARY.**

**CLASSES:** The competition will provide for the following classes:

- GCC Formula Vee
- GCC Formula Ford
- GCC Formula Libre up to 1300
- GCC Formula Libre 1301 to 2000
- GCC Formula Libre 2001 and over
- GCC Super Sports
- GCC Clubman Sports Cars up to 1600
- GCC Sports Cars up to 2000
- GCC Sports Cars 2001 and over
- GCC Sports Cars 4WD
- GCC Sports Sedans (2WD) up to 2000
- GCC Sports Sedans (2WD) 2001 and over
- GCC Sports Sedans 4WD
- GCC Improved Production (2WD) up to 2000
- GCC Improved Production (2WD) 2001 and over
- GCC Hyundai Excel (to Circuit Excel regulations)
- GCC Historic Group N up to 2000
- GCC Historic Group N 2001 and over
- GCC Historic - Other
- GCC Juniors (must be under 18 years of age)
- GCC Time Attack

Classes may be further created, sub divided or amalgamated at the discretion of the promoters. Final classes will be notified on the day of the competition. Competitors in Historic – Other must provide a Certificate of Description for their vehicle.

**TRACK CONFIGURATION:** This event will be conducted on a Clockwise Figure Eight Track.

**TIMING:** The Event will be electronically timed. In the event of a tie, the next fastest official time of each Competitor will determine Event winners. Timing will be to the hundredth of a second. The Clerk of the Course will be the Judge of Fact.

**AWARDS:** Trophies or certificates will be awarded to the person achieving fastest time of day, and to the persons recording fastest and second fastest time in each class. Junior class awards will be determined by comparing the time recorded by the Junior Driver with the fastest time recorded by the winning driver in the class in which the vehicle would normally compete.

**COMPETING CARS:** Competing vehicles must be kept in the paddock area during the running of the meeting. Competitor's trailers must be parked in the designated trailer park, which is immediately to the north of the paddock area.

**REFUELLING:** Refuelling must be carried out on either a concrete or grassed area – **REFUELLING IS NOT ALLOWED IN THE ASPHALT PIT AREAS.**

**GARAGES** A number of garages are available to hire for the event. These will be allocated on a first come basis. The cost of a garage is \$50 per day if booked with the submission of entry. The cost of the garage must be included with the entry fee. Unsuccessful applicants will have their money refunded. If garages remain unfilled on the day of the event, they will be available on a first come basis at a cost of \$50 per day.

### **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.**

#### **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 CAMS 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.ocba.sa.gov.au](http://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) 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.