

# 2019 AUSTRALIAN PROTOTYPE SERIES

## Series Entry Form

**CONDITIONS**

- (1) By signing this Series Entry Form, each Competitor and Driver acknowledges that all Events (whether or not part of a Series) will be held under the FIA International Sporting Code (ISC) including Appendices; the National Competition Rules (NCR) and the Race Meeting Standing Regulations (RMSR) of the Confederation of Australian Motor Sport Limited (CAMS), the Sporting and Technical Regulations of the Australian Prototype Series, the Supplementary Regulations, any Further Regulations or instructions and any Bulletins that may be issued by CAMS (collectively referred to as the Rules), and that the Competitor and Driver/s agree to be bound by these Rules.
- (2) This Series Entry Form must be read in conjunction with the Rules of which it forms a part.
- (3) The completion by a Competitor and Driver/s, and submission to Prototype Racing Pty Ltd of this Series Entry Form will be confirmation by such Competitor of an Entry to an Event in accordance with the provisions of the Rules.
- (4) Individual Event Opening and Closing of Entry dates are indicated in the Supplementary Regulations for that Event. Any Competitor or Driver who chooses not to accept the Rules and conditions of an Event as detailed in the relevant Supplementary Regulations for that Event may withdraw their Entry by advising Prototype Racing Pty Ltd in writing prior to the time indicated in the Supplementary Regulations for the closing of Entries for that Event.
- (5) The dates and venues listed in this Series Entry Form are subject to change as approved by CAMS.
- (6) It is the responsibility of the Competitor to ensure that all details on this Series Entry Form are correct prior to the commencement of competition at an Event.

**COMPETITOR  
DETAILS**

**Competition Number:**

(must be approved by Prototype Racing Pty Ltd)

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**CAMS\* Competitor Name:**

(this is the name recorded on your Competitor Licence)

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**CAMS\* Competitor Licence Number:**

**Expiry Date:**

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**Team/Sponsor Name:**

(this is the name that will be given to media, timing & program publisher)

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**\* or other National Sporting Authority affiliated with the FIA**

**DRIVER DETAILS  
(where variations are permitted)**

**Driver:**

Car Club

Membership:

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CAMS\* Licence #

Car Club Member No:

Expiry Date:

Expiry Date:

PC   
NC   
INT

**Additional Driver 1:**

Car Club

Membership:

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CAMS\* Licence #

Car Club Member No:

Expiry Date:

Expiry Date:

PC   
NC   
INT

**Additional Driver 2:**

Car Club

Membership:

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CAMS\* Licence #

Car Club Member No:

Expiry Date:

Expiry Date:

PC   
NC   
INT

**Additional Driver 3:**

Car Club

Membership:

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CAMS\* Licence #

Car Club Member No:

Expiry Date:

Expiry Date:

PC   
NC   
INT

**VEHICLE  
DETAILS**

Make:

Model:

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Dorian Timer No:

Capacity:

CC

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Log Book No to run under this Competition

(a)

(b)

**REPLACEMENT CAR 1**

(c) **REPLACEMENT CAR 2**

Car Colour:

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Competitors must indicate below in which Events they intend to compete (please tick):

AUSTRALIAN PRPOTYPE SERIES	Rnd	Date	Location	√	Rnd	Date	Location	√
	1	17-19 May	Sydney Motorsport Park		4	31 August- 1 September	Winton Motor Raceway	
	2	28-30 June	Phillip Island		5	15-17 November	The Bend Motorsport Park	
	3	2-4 August	Queensland Raceway					

**REPRESENTATIVE DETAILS**

***This person is authorised by the Competitor to act on the Competitors' behalf.***

Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Residential  
Address: \_\_\_\_\_

Phone (B/H): \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ENTRY DECLARATION**

**For Competitors:**

I/We being the Competitor of the vehicle described on this Series Entry Form wish to enter that vehicle for the above event/s, and declare that the vehicle and all related equipment and components necessary for competition shall be presented, at all times and in every respect, in compliance with the Rules.

I further declare that I have caused the vehicle to be inspected according to a maintenance schedule that I have developed, and that it is free from mechanical defects, be they of design or structural integrity that may render the vehicle unsafe for competition.

I acknowledge that where any aspect of the vehicle or related equipment and components is found:

- to be in breach of the Rules, or;
- in the opinion of the Chief Scrutineer, to be subject to a serious mechanical defect,

it will render me in breach of NCR 144, and that I may be subject to penalties under the NCR.

**For Driver/s:**

I being the Driver identified on this Series Entry Form, declare that:

- I have been fully briefed by the Competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition; and I have satisfied myself that the vehicle is safe and suitable for the intended competition, and
- Should I hold an International Licence issued by an ASN other than CAMS and provided an authorisation has been issued by the ASN that issued my licence I may be permitted to compete in any Event in the Series. I acknowledge that I will be ineligible to score points in any "Series" held in accordance with these Rules.

**For Competitor and Driver/s:**

I/We being the Competitor and/or Driver/s identified on this Series Entry Form, certify that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief, and that we will notify the Category Manager if the details change at any time.

I/We declare that I/We have read and understood the Rules and agree to be bound by them.

I/We agree that should I/We choose not to accept the conditions of Entry to an Event as indicated in the Supplementary Regulations for that Event, that I/we will withdraw our Entry by advising the Category Manager in writing prior to the time indicated in the Supplementary Regulations for the closing of entries for that Event of such non acceptance.

## 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:
  - (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** 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 acknowledge and 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 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**

- "CAMS" means the Confederation of Australia Motor Sport Ltd.
- "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;
- "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.

**DECLARATION**

I have had sufficient opportunity to read this form and declaration (including the releases, waivers, assumptions of risk and indemnities contained herein) and that I fully understand its terms. I understand that I will give up substantial rights by signing it and I sign it freely and voluntarily, without inducement of any kind. I understand my signature to this document constitutes a complete and unconditional release of all liability of CAMS the Entities and the Associated Entities to the greatest extent allowed by law in the event of me and/or the children under my care suffering harm.

My signature below indicates my acceptance of the above, noting that if either party changes, that I/we will notify the Category Manager if the details change at any time.

I/We understand that this disclaimer is not intended to exclude any valid claim I may have under the CAMS Personal Insurance Scheme.

I/We being the Competitor and/or Driver, certify that the particulars on this Series Entry Form are true and correct in every particular, to the best of my/our knowledge and belief.

Print Name Competitor: \_\_\_\_\_

Signature of Competitor: \_\_\_\_\_

Print Name Driver: \_\_\_\_\_

Signature Driver: \_\_\_\_\_

Print Name Additional Driver 1: \_\_\_\_\_

Signature Additional Driver 1: \_\_\_\_\_

Print Name Additional Driver 2: \_\_\_\_\_

Signature Additional Driver 2: \_\_\_\_\_

Print Name Additional Driver 3: \_\_\_\_\_

Signature Additional Driver 3: \_\_\_\_\_

**Consent Statement for Drivers under 18 years:**

*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 liability and assumption of risk, 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.....  
Parent/Guardian\*

*\* Delete whichever does not apply*

**Note: Any changes to the above information must be advised to Protoype Racing Pty Ltd in writing.**

**THIS FORM MUST BE RECEIVED AT THE  
REGISTERED OFFICES OF PROTOTYPE RACING PTY  
LTD  
BY NO LATER THAN THE DATE AND TIME ADVISED  
BY PROTOTYPE RACING PTY LTD**