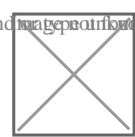
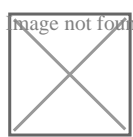
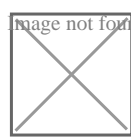


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Speed / Non-Speed Entry Form

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OFFICE USE ONLY

CLASS \_\_\_\_\_ CAR NUMBER \_\_\_\_\_

Held under the ISC of the FIA and the National Competition Rules of MSA

EVENT NAME \_\_\_\_\_

ORGANISER/CLUB \_\_\_\_\_ PERMIT NO \_\_\_\_\_

VENUE \_\_\_\_\_ DATE \_\_\_\_\_

Competitor (Car Owner)

SURNAME

GIVEN NAMES

MSA LICENCE NUMBER

ADDRESS

SUBURB  STATE

POST CODE  EMAIL

MOBILE  PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Driver 1

SURNAME

GIVEN NAMES

MSA LICENCE NUMBER

ADDRESS

SUBURB  STATE

POST CODE  EMAIL

MOBILE  PHONE

EMERGENCY CONTACT NAME

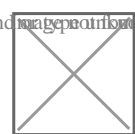
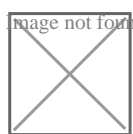
EMERGENCY CONTACT NUMBER

COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPLETE YOUR APPLICATION OVER THE PAGE

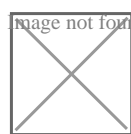
www.cams.com.au 1300 883 959

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Driver 2

SURNAME

GIVEN NAMES

MSA LICENCE NUMBER

ADDRESS \_\_\_\_\_

SUBURB \_\_\_\_\_ STATE \_\_\_\_\_

POST CODE \_\_\_\_\_ EMAIL \_\_\_\_\_

MOBILE \_\_\_\_\_ PHONE \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY CONTACT NUMBER \_\_\_\_\_

COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Description of car

PREFERRED NO.  MAKE  MODEL  YEAR

REGISTERED NO.  COLOUR  BODY TYPE

CLASS TYPE  CAPACITY   
cc

ENCLOSED PAYMENT FOR  ENTRY FEE

PASSENGER NAME/S

Risk Warning and Disclaimer

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 MSA 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 MSA 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.

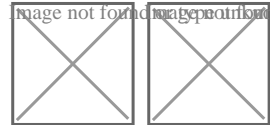
I understand that:

- 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 MSA 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 MSA insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- MSA 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 MSA 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 MSA 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**

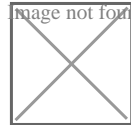
[www.cams.com.au](http://www.cams.com.au) 1300 883 959

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Speed / Non-Speed Entry Form

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#### 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 MSA 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](http://www.ocba.sa.gov.au)

#### DEFINITIONS

- a. "MSA" 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 MSA 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, MSA affiliated clubs, state and territory governments and insured listed in MSA' 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 MSA regulates or administers by MSA or otherwise under the responsibility / control of MSA;
- 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

Declaration (must be completed by all applicants)

**ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER**

I accept the conditions of, and acknowledge the risks arising from, attending or participating in Motor Sport Activities being provided by MSA and the Entities. I agree to be bound by the rules, regulations and policies of MSA 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 MSA 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.

COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 COMPETITOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

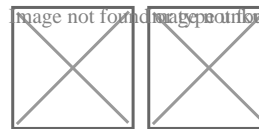
Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I \_\_\_\_\_ of \_\_\_\_\_

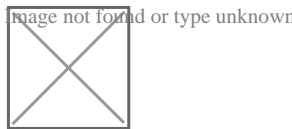
am the parent/guardian (Delete non applicable) of the above-named ('Minor') who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the event at his or her own risk.

\_\_\_\_\_ DATE \_\_\_\_\_

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Speed / Non-Speed Entry Form



**WRX CLUB WA DISCLAIMER, RELEASE AND INDEMNITY CLAUSE**

1. I am aware that:

- (1) driving;
- (2) watching others drive;
- (3) learning or being trained to drive;
- (4) training others to drive;
- (5) acting as a marshal, instructor or other official, or otherwise participating in any way in a racing or social event which involves my or others' driving

motor vehicles in events hosted by the WRX Club of Western Australia (Inc) ("Club") are activities involving significant risk and the potential for danger and significant harm to myself, other persons and others' property. I undertake such activities entirely AT MY OWN RISK.

2. I am also aware that it is a condition of:

- (1) admission to membership of; and
- (2) being allowed to participate in any way or be a spectator in any of the activities of the Club, that:

- A. the Club, its office holders, instructors, agents, members, volunteers and employees, are ABSOLVED FROM ALL LIABILITY howsoever arising from injury, property or other damage or any other loss suffered by any person howsoever caused (and whether fatal or otherwise) arising out of any of the Club's activities connected to driving;
- B. the Club, its office holders, instructors, agents, members, volunteers and employees are absolved from all liability even if the injury, damage or loss is caused by any negligent or criminal act, breach of duty, default and/or omission on the part of the Club, its directors, instructors, members, employees, volunteers or agents;
- C. activities "connected to driving" referred to in sub-paragraph A above include but are not limited to driving, learning to drive, training to drive, being a passenger in any vehicle, or spectating. ("the Condition")

3. By signing below I agree without reservation to the Condition and that it is binding on me.

4. I HEREBY FURTHER ACKNOWLEDGE that of my own free will and desire, I have entered into a contract with the Club for the Club to allow me to participate in its activities ("Contract").

5. I HEREBY AGREE THAT it is a condition of the Contract, in consideration for the Club allowing me to participate in its activities, that I hereby waive and must not exercise any right nor bring any claim against the Club arising out of any loss, injury or damage which I might suffer in connection with my participation in the Club's activities.

6. I HEREBY RELEASE, DISCHARGE AND AGREE TO INDEMNIFY the Club for all costs (including legal costs on a full indemnity basis) or losses suffered by the Club in respect of any action, claim or demand made against the Club which I or any person acting on my behalf might make arising out of any injury, loss or damage which I sustain whilst participating in the Club's activities.

7. By signing below I acknowledge that I HAVE READ AND UNDERSTOOD the terms of this document in their entirety.

For the Event:

Signed:	In the presence of:
Name:	Name: