

OFF ROAD

Use this form to apply/renew for the following licence types:

· Off Road Licence



memberservices@motorsport.org.au



or post to:

Member Services
PO Box 172
Canterbury VIC 3126

Need help? Contact 1300 883 959 This licence is also valid for use at any Motorsport Australia Speed event.



Complete and sign the Licence Application/Renewal Form

STEP 1



Where applicable Form A & B must be completed by a licensed Medical Practitioner

STEP 2



Forms to Motorsport Australia

STEP 3



**MEMBER NUMBER** 



**LICENCE TYPE** 

SPEED UP YOUR APPLICATION, AND RENEW ONLINE AT MOTORSPORT.ORG.AU/LOGIN





**DETAILS** 

**SURNAME** 

**GIVEN NAMES** 

DATE OF BIRTH

GENDER

MALE FEMALE

NON-BINARY

DIFFERENT TERM Please specify:

PREFER NOT TO SAY

Please attach

a passport size photo here

(if not previously supplied)

**ADDRESS** 

SUBURB STATE POSTCODE

EMAIL

MOBILE

PHONE

**EMERGENCY CONTACT NAME (1)** 

**EMERGENCY CONTACT NUMBER (1)** 

**EMERGENCY CONTACT NAME (2)** 

**EMERGENCY CONTACT NUMBER (2)** 

ARE YOU OF ABORIGINAL OR TORRES STRAIT ISLAND ORIGIN?

NO

YES, ABORIGINAL

YES, TORRES STRAIT ISLANDER

DO YOU HAVE AN AUSTRALIAN CITIZENSHIP OR PERMANENT RESIDENCY?

YES

NO

(If NO please provide documentary evidence of your residential address (ie. bank statement, utility bill, statutory declaration).
You may only hold a licence with one National Sporting Authority (ASN) at a time, must live in the country issuing it, and need proof of cancellation if switching.

Club Membership | Licence holders are required to be a member of a Motorsport Australia affiliated sporting car club.

FULL NAME OF CLUB STATE



OFF ROAD



Your licence is now accessible on the Motorsport Australia App. This free app is available on the <u>App Store</u> and <u>Google Play</u>, and it is directly linked to your existing Motorsport Australia Member Portal profile.

Contact the Member Services Team on 1300 883 959 or at memberservices@motorsport.org.au for more information.







#### PRE LICENCE TERMS OF SERVICE

#### **OFF ROAD**

To get an Off Road Licence, you will need to:

- Complete the online Off Road Licence Lecture (sent after your application is received), and
- Complete an Observed Licence Test (OLT), which can be done at your first event Note: Off Road Navigators don't need to complete the OLT — their licence will be issued after completing the lecture.



#### **RENEWAL PROCESS**

To renew a Off Road Licence, you must have competed in at least one Motorsport Australia event in that discipline in the past four years. Please tick the box if this applies and include proof (e.g. licence passbook or official results). If not, you'll need to complete an Observed Licence Test or meet the Pre-Licence Conditions listed above.



#### **LICENCE SELECTION**

A \$10 AIMSS contribution is included in all adult licence fees (not applicable to junior or single event licences). If you do not wish to contribute, tick the box and subtract \$10 from your total. AIMSS is a not-for-profit organisation working to improve motorsport safety. Learn more at aimss.com.au.

OFF ROAD	<b>6 6</b>
Off Road (16)	\$324
Club Off Road	\$180
Single Event Off Road	\$85
Navigator Only (16)	\$324
Off Road Junior (14)	\$72
Navigator Junior Only (14)	\$72



#### **FEE OPTIONS**

#### Licence Card: \$10

Tick to get a plastic card (+\$10).

#### **Urgent Fee: \$120**

Tick for express five day processing (+\$120, not available for Juniors).

#### **Competition Passbook: \$10**

Tick for Competition Passbook (+\$10).

#### **COMBINED TOTAL: \$**

Grand total should reflect the total of licence fee and options selected. NOTE: if you are applying for more than one licence type, please enter the value of most expensive licence only.



DOWNLOAD THE MOTORSPORT AUSTRALIA APP TO VIEW YOUR LICENCE





PAYMENT	Debit or Credit Card details
Name on card	
Card number	
Card expiry	/ cvv
Card type	Visa Mastercard
SIGNED	
	Please note that American Express is not able to be used for payment



OFF ROAD



#### Please indicate if you have ongoing issues with any of the following:

Anxiety/depression or other mental health condition Headaches/migraine/head injury

Diabetes Heart disease

Epilepsy

Any medical condition that may negatively impact your capacity to

safely participate in motorsport activities

Fits/fainting/dizziness Please specify

If you have ticked any of the above, you are required to provide additional information relating to your condition.

For more information go to: motorsport.org.au/medical or contact Member Services on 1300 883 959

Please indicate	if you	are	affected	by	any	of	the	following	conditions
Please indicate	ir you	are	аттестес	ру	any	от	tne	tollowing	conditions

Do you suffer from any allergies?	Please specify
Hearing loss or deafness	
Do you wear glasses or contact lense	es when driving

If you have ticked any of the above, you are **not** required to provide any additional information relating to these conditions and can continue with your application.

PROVIDE DETAILS OF ANY OTHER MEDICAL CONDITION OR DISABILITY WHICH COULD RESTRICT YOU GENERALLY

(eg. Knee injury, broken foot, broken arm)

Motorsport Australia may request further information from you or your doctor to assist with completing your application.

Please note that you are under a continuing obligation to inform Motorsport Australia of any medical matter that may or could impact your physical or mental capacity to participate in motorsport activities.



#### **CRASHTAG CONSENT** -

I consent to medical or first aid providers treating me at a motorsport event to enter my details into Crashtag, and to access my existing Crashtag information if needed.

For more information, visit <u>crashtag.com</u>



#### **FIT & 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 understand and accept that Motorsport Australia may, in its discretion, if it reasonably believes I am not a fit and proper person to hold this licence or carry out its associated duties, choose to refuse, suspend, or withdraw my licence. However, I acknowledge that I will be given the opportunity to respond in writing to the Motorsport Australia Board before any such decision is made.

<sup>1</sup>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.)

**SIGNATURE** 



OFF ROAD



Motorsport Australia is committed to a safe, fair, and inclusive sport for all. By taking part, I agree to:

- · Treat everyone with respect and fairness
- Support inclusivity and diversity
- · Act with honesty and integrity
- Help ensure the safety and wellbeing of all involved

I understand that my actions reflect on the sport and that breaches may lead to disciplinary action.



#### ANTI-DOPING, ALCOHOL & ILLICIT SUBSTANCES

I commit to the principles of fair play, integrity, and clean sport. I will not use any prohibited substances or methods as outlined by Sport Integrity Australia. I will not consume alcohol or use illicit drugs during Motorsport Australia events. I understand that non-compliance may result in suspension, expulsion or other disciplinary action.

By ticking the box, I affirm my dedication to promoting a clean, safe and respectful environment within Motorsport Australia.



I accept the risks arising from or related to attending or participating in Motorsport Australia activities and agree to be bound by and follow all Motorsport Australia regulations, rules and policies. The information I've provided is true and accurate, and I will update it with Motorsport Australia if anything changes. I understand and agree to the terms, including the assumption of risk and indemnity. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity. I understand that false declarations may lead to refusal or cancellation of insurance.

SIGNATURE DATE - -

2	PARENT/GUARDIAN CONSENT — MUST BE COMPLETED FOR ALL APPLICANTS UNDER 18 YEARS OF A
9	MUST BE COMPLETED FOR ALL APPLICANTS UNDER 18 YEARS OF A

I, of

am the parent/ guardian (tick applicable) of the above-named ('Minor') who is under 18 years 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 their own risk.

SIGNATURE DATE - -



#### **YOUR PRIVACY**

Motorsport Australia collects this information to assess your suitability for motorsport activities. It may be used and shared for operational, safety, or insurance purposes. If you do not provide all required information, you may not be able to participate. If you are injured or unwell during motorsport activities, you consent to health services sharing your information with Motorsport Australia for reporting, safety, or insurance. You may receive updates and marketing from Motorsport Australia and its partners.

Full Privacy Policy available at motorsport.org.au.

Please tick this box if you DO NOT want to receive direct marketing materials from Motorsport Australia or its partners





## MEDICAL EXAMINATION RECORD

MUST BE COMPLETED BY A MEDICAL PRACTITIONER REGISTERED TO PRACTICE MEDICINE IN AUSTRALIA

FORM A



## **FORM A**

- To be completed and retained by medical practitioned
- Required for all first time off road applicants, and every two years for applicants 60 years of age and over. Form A is not submitted to Motorsport Australia, unless specifically requested.



## **IMPORTANT INFORMATION**

- The Medical Practitioner should refer to the Motorsport Australia Medical Standards (motorsport.org.au/medical) in conducting the examination.
- Applicant's photo ID required to be sighted by the attending Medical Practitioner.
- Any specialists' reports or pathology or radiology results relevant to this application must be submitted with Form B.
- If the applicant wears contact lenses, a certificate from the Ophthalmic Practitioner who fitted them must be submitted with this Medical Examination Record.

The certificate must state the applicant's (i) stability, (ii) duration of daily use and (iii) condition.

• This medical is valid for three months from the date of examiner's signature.

#### **Applicant's name**

Member Number (if applicable)

Licence level/type (if applicable)

General			Respiratory System			Central Nervous System	
Height (m)			Abnormality(s) of the respiratory system?	Yes	No	Abnormality(s) of cranial nerves/limb tone/power/coordination/tendon/plantar response?	
Weight (kg)			Smoking status	Never sm	oked	Yes No	
BMI weight/(height) <sup>2</sup>				Previously smoked Currently	,	Sensory impairment? Yes No	
Cardiovascular System				smokes		Note the concussion protocol in <i>Motorsport Australia Medical Standards</i> (motorsport.org.au/medical), specifically	
			ENT System			point 4.6c	
Pulse rate Max. 100			Evidence of past or present v			Locomotor System	
Rhythm abnormal?	Yes	No	disturbance, including intermi	ttent condit Yes	nons?	Physical deformity/amputation or use of orthopaedic appliance?	
Blood pressure Max. 150/90 (mmHg)	/		Abnormality(s) of the	N/a	NI.	Yes No	
Peripheral pulses abnormal?	Yes	No	ENT system?	Yes	No	Is there any impaired functional use, either from above or otherwise?	
Familial hypercholesterolaemia?	Yes	No	Urinary System			Yes No	
Evidence of past or			Does the urine contain:	Protein		Impaired use/movement of any limb/joint/hand/foot which might compromise control	
present ischaemic heart disease?	Yes	No		Glucose		a motor vehicle?	
Total Cholesterol (mg/dL)				Other abnormal	ity(s)?	Yes No  Note the requirements of point 2.1 of the <i>Motorsport</i>	
Fasting Lipids LDL (mg/dL)			Malignancy			Australia Medical Standards ( <u>motorsport.org.au/medical</u> ) in regards to physical disability	
HDL (mg/dL)			Any current malignancy of a other than non-melanoma s			Abdomen	
Fasting Glucose (mg/dL)				Yes	No	Abnormality(s) of the Yes No abdomen?	



## **FORM A**

## MEDICAL EXAMINATION RECORD

MUST BE COMPLETED BY A MEDICAL PRACTITIONER REGISTERED TO PRACTICE MEDICINE IN AUSTRALIA

Visual System	Visual Fig

Abnormality(s) of No Yes the eyes? Contact lenses? If Yes, Certificate of Ophthalmic Yes No Practitioner required Refractive surgery? If Yes, Certificate of Ophthalmic Yes No

## Practitioner required

#### Test each eye separately with letter chart at 6 m distance

Record in metric Snellen notation. e.g. 6/9 Record number of errors made in smallest line read. e.g. 6/9 -3 RE LE

Unaided Without contact lenses or spectacles	6/	6/
Aided With contact lenses or	6/	6/

#### **Eye Movement**

spectacles

**Visual Acuity** 

Evidence of past or present diplopia? If Yes, applicant must complete a full eyesight examination and full assessment of their ocular mobility

> Yes No

#### ields

#### Complete a confrontation test for each eye separately

Ocular or general medical history that suggests the possibility of visual field loss?

> Yes No

Confrontation test suggest a loss of visual fields in either eye?

> Yes No

#### **Test with Ishihara**

More than three (3) errors is a fail indicating abnormal colour vision. (For first medical only, not required for licence renewal)

Ishihara test failed?

If Yes, the applicant will likely need to be referred for a full eyesight examination by an optometrist or an ophthalmologist)

or The further assessment of colour vision shall be complete. via the Famsworth D15 test, to test the severity of the colour vision defect. Any individual who fails the Famsworth D15 test by making two or more diamettrical crossings is assessed as UNFIT.

#### Electrocardiogram (ECG)

#### A resting ECG is required with all Medical **Examinations.**

A copy of the ECG chart/report must be submitted as part of the Medical Examination Record.

Note the requirements of point 1.5 of the Motorsport Australia Medical Standards (motorsport.org.au/medical), in regards to Mandatory Frequency of Examination

**ECG Results** 

FCG abnormal? Yes No

If abnormal, date completed

Comments

#### **FIT TO PARTICIPATE**

In your opinion as a Medical Practitioner, is the applicant fit to participate in motorsport in accordance with the Motorsport Australia Medical Standards?

Yes

No

Further assessment required



#### STATEMENT BY REGISTERED GENERAL PRACTITIONER

Date the applicant was examined on Name of medical examiner

Applicant's photo ID sighted? Yes Nο

Are you the applicant's normal GP? No

Was this medical examination

Yes No performed in line with the Motorsport Australia Medical Standards?

Address of medical examiner

Suburb

State Postcode

Examiner's signature

This medical is valid for three months from the date of examiner's signature





## MEDICAL EXAMINATION RECORD

MUST BE COMPLETED BY A MEDICAL PRACTITIONER REGISTERED TO PRACTICE MEDICINE IN AUSTRALIA



#### **FORM B**

- To be completed by medical practitioner and sent to Motorsport Australia

**Motorsport Australia** 

Mail: PO Box, 172 Canterbury LPO, VIC, 3126 Email: memberservices@motorsport.org.au

#### **Applicant's name**

**Motorsport Australia ID** 

Licence level/type (if applicable)



FIT TO PARTICIPATE

In your opinion as a Medical Practitioner, is the applicant fit to participate in motorsport in accordance with the Motorsport **Australia Medical Standards?** 

Yes No Further assessment required



## STATEMENT BY REGISTERED GENERAL PRACTITIONER

Date the applicant was examined on Name of medical examiner

Applicant's photo ID sighted? Yes No

Examiner's signature Are you the applicant's normal GP? No

Was this medical examination Yes No

performed in line with the Motorsport Australia Medical Standards?

Address of medical examiner

Suburb

State Postcode





## MEDICAL EXAMINATION RECORD

MUST BE COMPLETED BY A MEDICAL PRACTITIONER REGISTERED TO PRACTICE MEDICINE IN AUSTRALIA



Please indicate if the applicant has any significant or recurrent problems with any of the following:					
Anxiety/depression or other mental health condition	Headaches/migraine/head injury				
Diabetes	Heart disease				
Epilepsy	Any medical condition that may negatively impact their capacity to safely participate in motorsport activities				
Fits/fainting/dizziness	Please specify				

Epilepsy	safely participate in motorsport activities
Fits/fainting/dizziness	Please specify
If any of the above had been ticked, the applicant is required to pro- For more information go to: <a href="mailto:motorsport.org.au/medical">motorsport.org.au/medical</a> or contact Me	
Please indicate if the applicant is affected by any of the following	g conditions:
Colour blindness	
Is vision correction required?	
Monocular Vision	
Please indicate if the applicant is affected by any of the followin	g conditions:
Does the applicant suffer from any allergies? Please specify	
Hearing loss or deafness	
Does the applicant wear glasses or contact lenses when driving	?
If any of the above had been ticked, the applicant is <b>not</b> required to procan continue with their application.	ovide any additional information relating to these conditions and
Provide details of any other medical condition or disability which	n could restrict the applicant generally
(a.g. Kaca injury broken feet broken grm)	

(e.g. Knee injury, broken foot, broken arm)

Motorsport Australia may request further information from the applicant or Medical Practitioner before accepting the application for a licence. Depending on medical history or status, Motorsport Australia may not be able to issue the applicant with a licence.

Please note that the applicant is under a continuing obligation to inform Motorsport Australia of any medical matter that may or could impact the applicant's physical or mental capacity to participate in Motorsport Activities.



**EXAMINER'S COMMENTS** 

Comments on applicant's medical history

Has the applicant been prescribed drugs which are in contravention of the Motorsport Australia Anti-Doping policy, or inhaled asthma medications?

If so, please advise drug, dosage and reason:

APPLICANT MUST SUBMIT FORM B TO MOTORSPORT AUSTRALIA

# Motorsport HA

# LICENCE APPLICATION/RENEWAL

OFF ROAD



## **RISK WARNING & 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 will and agree to:

- to release Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - mv death:
  - any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - the contraction, aggravation or acceleration of a disease including but not only COVID-19  $^{\circ}$
  - 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,
  - any claim for any costs and expenses I may incur as a consequence of any of the above; 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
- 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 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. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any 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.

This exclusion does not apply to significant personal injury suffered by me as a result of 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 me

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and

• might reasonably be expected to achieve any result I 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 me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if I am 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: I note that the change to my rights, as set out in this form, does not apply if my 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

Under sections 60 and 61 of The Australian Consumer Law (SA), if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee

- will be rendered with due care and skill; 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
- 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 My Rights:**

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if Lor the third party consumer suffer personal injury.

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or 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 these rights can be found at www.cbs.sa.gov.au

#### **Definitions:**

- "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;
- "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, service crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- "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;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
  "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 "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: b.
  - involves a significant degree of physical exertion or physical risk; and
  - is undertaken for the purposes of recreation, enjoyment or leisure