

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



Please submit to:  
[memberservices@motorsport.org.au](mailto: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**



Submit the completed  
Forms to Motorsport Australia

**STEP 3**



**MEMBER NUMBER**



**LICENCE TYPE**

SPEED UP YOUR APPLICATION, AND RENEW ONLINE AT [MOTORSPORT.ORG.AU/LOGIN](https://motorsport.org.au/login)



## DETAILS

SURNAME

GIVEN NAMES

DATE OF BIRTH

GENDER

MALE

FEMALE

NON-BINARY

DIFFERENT TERM  
*Please specify:*

PREFER NOT TO SAY

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

Please attach  
a passport size  
photo here  
(if not previously supplied)

*(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



**DOWNLOAD THE  
MOTORSPORT  
AUSTRALIA  
APP**

Your licence is now accessible on the **Motorsport Australia App**. This free app is available on the **App Store** and **Google Play**, 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](mailto:memberservices@motorsport.org.au) for more information.



## PRE LICENCE TERMS OF SERVICE

### RALLY

To get a Rally Licence, you will need to:

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



## RENEWAL PROCESS

To renew a Rally 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](http://aimss.com.au).

RALLY			
<b>National Rally (16)</b>	<b>\$352</b>		
Navigator Only	\$352		
<b>Rally (16)</b>	<b>\$185</b>		
Navigator Only	\$185		
<b>Single Event Rally (16)</b>	<b>\$85</b>	Event name	Event date
Navigator Only	\$85	Event name	Event date
<b>Rally Junior (14)</b>	<b>\$75</b>	<b>Additional Licence Renewal</b> (Please specify. e.g. Off Road Licence)	
Navigator Only	\$75		

### DEFINITIONS

**National Rally**  
For drivers/navigators in all Rally events (incl. Tarmac Rally), ARC rounds, Speed & Autotest events.

**Rally**  
For Club/State Rally events, home state ARC round, and all Speed & Autotest events.

**Rally Junior**  
For 14–15 y.o. drivers/navigators in Rallysprints and non-special stage Rally events.

**Single Event Rally**  
For drivers/navigators in Club/State Rally events (where permitted).



## PAYMENT OPTIONS

### Licence Card: \$15

Tick to get a plastic card (+\$15).

### Urgent Fee: \$130

Tick for express five day processing (+\$130, not available for Juniors).

### Competition Passbook: \$20

Tick for Competition Passbook (+\$20).

### 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



## HEALTH STATEMENT

TO BE COMPLETED BY ALL APPLICANTS

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](http://motorsport.org.au/medical) or contact Member Services on 1300 883 959

Please indicate if you are affected by any of the following conditions:

Do you suffer from any allergies? *Please specify*

Hearing loss or deafness

Do you wear glasses or contact lenses 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 [crashtag.com](http://crashtag.com)



## 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



## RESPECT CODE

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.**



## DECLARATION

**MUST BE COMPLETED BY ALL APPLICANTS**

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	<input type="text"/> <input type="text"/> <span style="font-size: 20px;">-</span> <input type="text"/> <input type="text"/> <span style="font-size: 20px;">-</span> <input type="text"/> <input type="text"/>
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## PARENT/GUARDIAN CONSENT

**MUST BE COMPLETED FOR ALL APPLICANTS UNDER 18 YEARS OF AGE**

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	<input type="text"/> <input type="text"/> <span style="font-size: 20px;">-</span> <input type="text"/> <input type="text"/> <span style="font-size: 20px;">-</span> <input type="text"/> <input type="text"/>
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## 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](https://motorsport.org.au).

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



**FORM A**



**FORM A**

- To be completed and retained by medical practitioner
- Additional medical clearance required for conditions listed on Health Statement
- Required for all first time applicants, and every two years for applicants 60 years of age and over. Form A is not submitted to Motorsport Australia, unless specifically requested.

For exact requirements please visit [motorsport.org.au/licence/medical/](https://motorsport.org.au/licence/medical/)

**! IMPORTANT INFORMATION**

- **The Medical Practitioner should refer to the Motorsport Australia Medical Standards ([motorsport.org.au/medical/](https://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 smoked		Yes	No	
BMI	weight/(height) <sup>2</sup>		Previously smoked		Sensory impairment?	Yes	No
			Currently smokes		Note the concussion protocol in <i>Motorsport Australia Medical Standards (<a href="https://motorsport.org.au/medical/">motorsport.org.au/medical/</a>)</i> , specifically point 4.6c		
Cardiovascular System		ENT System		Locomotor System			
Pulse rate	Max. 100	Evidence of past or present vestibular disturbance, including intermittent conditions?		Yes	No	Physical deformity/amputation or use of orthopaedic appliance?	
Rhythm abnormal?	Yes	No		Yes	No	Yes	No
Blood pressure	Max. 150/90 (mmHg)		Abnormality(s) of the ENT system?	Yes	No	Is there any impaired functional use, either from above or otherwise?	
Peripheral pulses abnormal?	Yes	No				Yes	No
Familial hypercholesterolaemia?	Yes	No	Urinary System				
Evidence of past or present ischaemic heart disease?	Yes	No	Does the urine contain:		Impaired use/movement of any limb/joint/hand/foot which might compromise control of a motor vehicle?		
Total Cholesterol (mg/dL)			Protein		Yes		No
Fasting Lipids	LDL (mg/dL)		Glucose				
	HDL (mg/dL)		Other abnormality(s)?		Yes		No
Fasting Glucose (mg/dL)			Malignancy		Note the requirements of point 2.1 of the <i>Motorsport Australia Medical Standards (<a href="https://motorsport.org.au/medical/">motorsport.org.au/medical/</a>)</i> in regards to physical disability		
			Any current malignancy of any system, other than non-melanoma skin cancer?		<b>Abdomen</b>		
			Yes	No	Abnormality(s) of the abdomen?		
					Yes	No	

Visual System	Visual Fields	Electrocardiogram (ECG)
Abnormality(s) of the eyes? <span style="float:right">Yes No</span> Contact lenses? <span style="float:right">Yes No</span> <i>If Yes, Certificate of Ophthalmic Practitioner required</i> Refractive surgery? <span style="float:right">Yes No</span> <i>If Yes, Certificate of Ophthalmic Practitioner required</i>	<b>Complete a confrontation test for each eye separately</b> Ocular or general medical history that suggests the possibility of visual field loss? <span style="float:right">Yes No</span> Confrontation test suggest a loss of visual fields in either eye? <span style="float:right">Yes No</span>	<b>A resting ECG is required with all Medical Examinations.</b> 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 <i>Motorsport Australia Medical Standards</i> ( <a href="http://motorsport.org.au/medical">motorsport.org.au/medical</a> ), in regards to Mandatory Frequency of Examination ECG Results <span style="float:right">/</span> ECG abnormal? <span style="float:right">Yes No</span> If abnormal, date completed Comments
<b>Visual Acuity</b> <b>Test each eye separately with letter chart at 6 m distance</b> 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 <span style="float:right">6/ 6/</span> <i>Without contact lenses or spectacles</i> Aided <span style="float:right">6/ 6/</span> <i>With contact lenses or spectacles</i>	<b>Test with Ishihara</b> More than three (3) errors is a fail indicating abnormal colour vision. <i>(For first medical only, not required for licence renewal)</i> Ishihara test failed? <span style="float:right">Yes No</span> <i>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 Farnsworth D15 test, to test the severity of the colour vision defect. Any individual who fails the Farnsworth D15 test by making two or more diametrical crossings is assessed as UNFIT.</i>	
<b>Eye Movement</b> Evidence of past or present diplopia? <i>If Yes, applicant must complete a full eyesight examination and full assessment of their ocular mobility</i> <span style="float:right">Yes No</span>		



**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**

Name of medical examiner Date the applicant was examined on

Applicant's photo ID sighted? Yes No

Are you the applicant's normal GP? Yes No

Was this medical examination performed in line with the Motorsport Australia Medical Standards? Yes No

Address of medical examiner

Suburb Postcode

State

MEDICAL EXAMINER'S STAMP

Examiner's signature



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

**FORM B**



**FORM B**

- To be completed by medical practitioner and sent to Motorsport Australia
- Please return completed record to:  
**Motorsport Australia**  
**Mail:** PO Box, 172 Canterbury LPO, VIC, 3126  
**Email:** memberservices@motorsport.org.au

**Applicant's name**

**Motorsport Australia ID**  
*(if applicable)*

**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**

Name of medical examiner

Date the applicant was examined on

Applicant's photo ID sighted?

Yes

No

Examiner's signature

Are you the applicant's normal GP?

Yes

No

Was this medical examination performed in line with the Motorsport Australia Medical Standards?

Yes

No

Address of medical examiner

Suburb

State

Postcode

MEDICAL EXAMINER'S STAMP

 **HEALTH STATEMENT**  
TO BE COMPLETED BY ALL APPLICANTS

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   |

If any of the above had been ticked, the applicant is required to provide additional information relating to their condition. For more information go to: [motorsport.org.au/medical](http://motorsport.org.au/medical) or contact Member Services on 1300 883 959

Please indicate if the applicant is affected by any of the following conditions:

- Colour blindness
- Is vision correction required?
- Monocular Vision

Please indicate if the applicant is affected by any of the following 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 **not** required to provide any additional information relating to these conditions and can continue with their application.

Provide details of any other medical condition or disability which could restrict the applicant generally

*(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**



### 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.**

#### Acknowledgement of Risks

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:
  - 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** including but not only COVID-19;
  - 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 liability allowable by law;
- 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, or that may result in harm or disadvantage 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 that those services:

- 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 I or the third party consumer suffer personal injury.

#### Important:

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](http://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:
    - involves a significant degree of physical exertion or physical risk; and
    - is undertaken for the purposes of recreation, enjoyment or leisure.