

## Motorsport Australia Terms and Conditions 24/V2

<https://motorsport.org.au>

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia.

**Risk Warning, Disclaimer and Indemnity** Competitors/Drivers/Navigators/Service Crew

**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;

c. "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;

d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

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.

### **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](https://crashtag.com)

### **Fit and 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'<sup>1</sup> 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.)

### **Respect Code**

Motorsport Australia is committed to providing a fair, safe and socially responsible motorsport for all members of the Motorsport Community.

In participating in a Motorsport Australia event, in any capacity, a standard of behaviour is expected in accordance with our shared values.

We value each other, our differences, our opinions and we commit:

- To treat all people with dignity, respect and fairness, regardless of age, disability, sex, race, culture or ethnicity, religious beliefs, social background, sexual orientation or gender identity.
- To recognise that people of all backgrounds can offer a valuable contribution to motorsport and support Motorsport Australia's commitment to be inclusive and welcome all members of the Australian community into our sport.
- To be ethical, fair and honest, and always act with integrity.
- To be responsible for the physical and psychological safety and welfare of all people involved in motorsport.

I understand that my role in motorsport, whether it be as a competitor, official, volunteer, crew or spectator, contributes to the image of motorsport as a welcoming, friendly and fair sport. I understand that breaching these obligations may result in disciplinary action.

## **Anti-Doping, Alcohol & Illicit Substances**

I hereby declare that:

- I am committed to upholding the principles of fair play, integrity and sportsmanship, as such I affirm that I will not engage in the use of any prohibited substances or methods as outlined by Sport Integrity Australia.
- I understand that the consumption of alcohol may impair my judgement and coordination, which poses as a risk to the safety of myself and others. Therefore, I commit to refraining from the consumption of alcohol during events, competitions or activities organised or sanctioned by Motorsport Australia.
- I pledge not to use or be under the influence of any illicit drugs during any events, or activities associated with Motorsport Australia.
- I am aware that the use of illicit drugs is prohibited and may lead, but not limited to, suspension, expulsion or legal actions.

I fully understand the importance of adhering to the above commitments and the potential repercussions for non-compliance.

### **Declaration**

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times.

The information I have entered into this form is true and correct and I will advise Motorsport Australia immediately if any of the information I have given is no longer correct. 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.

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

I the parent/ guardian of the above-named ('Minor') who is under 18 of age 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.

### **Electric Vehicles**

Only Production EV's manufactured by Hyundai Motor Company Australia and Hyundai Motor Company will be permitted in Hyundai N Australia events.

EV uses one or more electric motors or traction motors for propulsion. An EV includes Hybrid EV, Plug-in Hybrid EV and Battery EV. (See the Electric Vehicles Standing Regulations).

### **Eligible Vehicles**

1. Hyundai IONIQ 5 N
2. Hyundai IONIQ 6 N

Each EV participant will be provided with a copy of their relevant Emergency Rescue Guide (ERG) during the sign-on process.

Only vehicles that are registered with state licensing authorities (i.e. VicRoads) or qualify under R&D engineering purposes are eligible to participate in the event.

The Vehicle is to comply with the Motorsport Australia Manual Electric Vehicle Appendix – EV Technical Regulations for Series Production EV's.

Each Hyundai Production EV on registration for the event must include a Statement of Vehicle Compliance Electric Vehicle (EV) to confirm that the original manufacturer EV systems are unmodified.

Scrutineering must confirm the presence of the ERG before issuing approval to compete.

In addition to the Scrutineering Requirements contained in the Supplementary Regulations as far as they are applicable to the vehicle, each EV participating must have an orange "EV" triangle with white lettering of at least 150mm each side placed adjacent to the rear windows on both sides of the vehicle.

Competing EV's are not required to fit fire extinguishers.

### **Motorsport Australia Passenger Ride Activity (approved Date 13 April, 2023)**

#### **1. Objective of Policy**

Motorsport Australia has a responsibility to ensure that its motorsport passenger ride activities are conducted to the highest possible standards of safety. The objective of this Policy is to provide information to assist Event Organisers, to meet these standards.

#### **2. Scope of Policy**

This Policy outlines Motorsport Australia's requirements for:

- (a) preparing and submitting an application to conduct a MSPRA;
- (b) operating and administering an MSPRA; and
- (c) rides in competition vehicles only. For clarity, rides in Officials' vehicles (e.g. Course Cars) are excluded from this Policy



### 3. Definitions

Unless otherwise specified capitalised terms have the meaning stated in the NCR and below:

- (a) Apparel: Safety clothing as defined in Appendix A of this Policy;
- (b) Automobile: A vehicle running in constant contact with the ground (or ice) on at least four non-aligned wheels, of which at least two are used for steering and at least two for propulsion; the propulsion and steering of which are constantly and entirely controlled by a Driver on board the vehicle (other terms including but not limited to car, truck and kart may be used interchangeably with Automobile, as appropriate within types of Competition);
- (c) Course: The route to be followed by an Automobile in a Competition;
- (d) Course Car: An official vehicle available to the Clerk of the Course for on-track activities during an Event;
- (e) Driver: A person driving an Automobile in a Competition or activity and necessarily holding a Competitor Licence issued or recognised by Motorsport Australia;
- (f) Event: A motorsport activity which may include one or more Competition/s, Parade/s, or Demonstration/s;
- (g) Motorsport Australia: The Confederation of Australian Motor Sport Limited trading as Motorsport Australia, the Board and any commission, committee or body within Motorsport Australia which holds a delegation of power from the Board
- (h) MSPRA: A 'Motorsport Passenger Ride Activity', being an activity (which may be held as a stand-alone Event or in conjunction with other sessions during an Event) on a Course in which a Passenger is carried in an Automobile at speed The following will not be considered to be an MSPRA:
  - (i) The use of a Course Car or other approved vehicle where a Passenger or Passengers are permitted subject to the approval of the Organiser
  - (ii) the use of a recovery, fire, medical or other incident response vehicle undertaking official duties; Page 1(iii) a Parade; and
  - (iv) any other activity involving the use of a vehicle on a Course which is necessary for the operation of the Event;
- (i) NCR: National Competition Rules;
- (j) Official: Officials at an Event which includes stewards , race directors, technical commissioners and any other official licensed by Motorsport Australia;
- (k) Parade: A display of a group of Automobiles at a moderate speed;
- (l) Passenger: A person, other than the Driver or Navigator, conveyed in an Automobile. Unless specified otherwise in the Standing Regulations or a relevant Motorsport Australia policy, such person must weigh with personal equipment not less than 60 kg;

- (m) Policy: This policy;
- (n) Promoter: A person or body with responsibility for financial and commercial matters of an Event;
- (o) Organiser: A person or body having responsibility for the organisation of an Event;
- (p) Risk Warning and Disclaimer: The risk warning and disclaimer identified for use by a Passenger and which is available at [www.motorsportaustralia.org.au](http://www.motorsportaustralia.org.au);
- (q) TRA: A Targeted Risk Assessment;

#### **4. MSPRA Administration Procedure**

- (a) Each MSPRA must be conducted in accordance with this Policy and with Motorsport Australia's rules, policies and procedures.
- (b) The process for the conduct of each MSPRA is:
  - (i) The details of a proposed MSPRA must be included in the relevant application form submitted to Motorsport Australia for approval prior to the MSPRA being conducted;
  - (ii) Each Passenger is required to disclose details of any medical condition which may make them unfit to participate in an MSPRA;
  - (iii) A briefing of each Driver and Passenger (and each guardian if the Passenger is under 18 years of age) will be conducted by the Clerk of the Course (or their delegate) prior to a MSPRA commencing. The briefing will be read to each Driver and Passenger and contain as a minimum the items identified in Appendix B. A printed copy of any material used in the briefing will be given to each Driver and Passenger;
  - (iv) A Risk Warning and Disclaimer must be signed by each Passenger following the compulsory briefing and prior to participating in a MSPRA. In the case of a Passenger under 18 years of age, the Risk Warning and Disclaimer must be signed by a parent or legal guardian.

#### **5. MSPRA Operational Requirements**

##### **5.1 General**

- (a) Each MSPRA must be conducted within the limits of the Automobile and its Driver and at less than racing speed.
- (b) Any Driver losing control or exceeding the track limits (as defined in the Code of Driving Conduct) will be reported to the stewards. Nevertheless, a Clerk of the Course may stop any Automobile they consider to be driven inappropriately. Overtaking is not permitted, save for circumstances where an Automobile has stopped on the Course in a safe position or otherwise is moving slowly due to a mechanical failure or similar problem. Where a Driver leaves the Course and is unable to continue, the Driver must immediately pull clear of the Course where it is safe to do so and wait in the Automobile for further direction from an official unless it is unsafe to do so.

- (c) Each MSPRA must be under the control of the Clerk of the Course (or their delegate) who will be responsible for all operational matters for the MSPRA. In addition to their normal duties, the Clerk of the Course (or their delegate) will:
  - (i) take a cautious approach to the design and conduct of each MSPRA;
  - (ii) approve each Driver, Passenger and Automobile combination which has applied to participate in an MSPRA;
  - (iii) monitor each Driver and Automobile during an MSPRA to ensure they are acting in accordance with this Policy; and
  - (iv) ensure there are an adequate number of officials and emergency response vehicles relevant to the activity at each Course to:
    - (A) ensure that each Passenger is correctly:
      - (I) fitted and restrained as required for each Automobile with proper consideration for the physical attributes (height, weight, etc.) of each Passenger; and
      - (II) attired in accordance with this Policy at all times while the Automobile is on the Course; and
    - (B) ensure a safe environment for the conduct of a MSPRA.

NOTE: Resourcing requirements may vary depending on the Course and the discipline (and the broader Event if relevant).

## **5.2 Panic Codes**

A panic code will be determined and agreed upon by each Driver and Passenger that can be used by the Passenger to indicate they are no longer agreeable to the continuation of a MSPRA. In the event of the panic code being used or displayed by a Passenger, the Driver must promptly slow down and exit the Course.

## **5.3 Scrutineering**

Each Automobile and the Apparel to be used in a MSPRA must pass scrutineering in accordance with the NCR and meet any stated requirements for the MSPRA.

## **5.4 Number of permitted Passengers**

Unless approved otherwise by Motorsport Australia, each Automobile may carry only one (1) Passenger at a time during each run in a MSPRA.

## **5.5 Separation of Automobiles**

The minimum Automobile separation stated in Appendix A must be maintained during each MSPRA unless approved otherwise by Motorsport Australia.

## 5.6 Experience and Familiarisation with Course

Before commencing a MSPRA with a Passenger, each Driver must as a minimum:

- (a) complete a Course familiarisation on the day of the MSPRA as stated in Appendix A; and
- (b) be able to demonstrate that they have participated in at least three events of an equivalent status and type as the MSPRA.

## 5.7 Licencing

Unless otherwise approved by Motorsport Australia, each Driver in a MSPRA must hold a Competition Licence which meets the following criteria:

- (a) where a Driver is participating in that Automobile in another session of the Event in which the MSPRA is being conducted, a level of Competition Licence sufficient to permit that Driver to participate in that Automobile in that other session of the Event; and
- (b) in any other case, a Competition Licence which permits the Driver to participate in the level and discipline of the MSPRA as stated by Motorsport Australia in the applicable permit for the MSPRA.

## 5.8 Automobile

Each Automobile in an MSPRA must:

- (a) comply with all Motorsport Australia Rules, policies and procedures;
- (b) be passed as suitable for carrying a Passenger in a MSPRA by the Chief Scrutineer (or other official appointed by the Event Organiser); and
- (c) meet the following requirements;
  - (i) where the Automobile is entered in another session of the Event in which the MSPRA is being conducted, in accordance with any Rules, policies and procedures which otherwise apply to the entry of the Automobile in that session of the Event; and
  - (ii) in any other case, as required for an Automobile in the level and discipline of the MSPRA.
- (d) Be compliant with schedule I

## 5.9 Apparel

During a MSPRA each Driver must as a minimum wear the following level of Apparel:

- (a) where a Driver is participating in that Automobile in another session of the Event in which the MSPRA is being conducted, Apparel sufficient to permit that Driver to participate in that Automobile in that other session of the Event; and

- (b) in any other case, as required for a Driver in the level and discipline of the MSPRA as stated by Motorsport Australia in the applicable permit for the MSPRA; and
- (c) a Passenger must as a minimum wear the level of Apparel stated in Appendix A.

### **5.10 Age Limits**

Each Passenger shall be at least:

- Seven years of age for Parade Laps (no car seats)
- Ten years of age for Cruis'N Laps
- 14 years of age for Track Days

### **5.11 Passengers with a Disability or Impairment**

A Passenger with a disability or other impairment which may reasonably compromise their ability to safely participate and self-extricate in an MSPRA will be permitted to participate in an MSPRA, providing prior approval has been granted by Motorsport Australia.

NOTE: Refer to Motorsport Australia Medical Standards for further information on conditions which may reasonably compromise a Passenger's ability to participate in a MSPRA.

### **5.12 Medical Requirements**

- (a) Where a MSPRA is held in conjunction with other sessions of an Event, the minimum medical requirements during the MSPRA will be the same as those which apply to the Event.
- (b) In any other case, the minimum medical requirements during the MSPRA will be the same as those required for the relevant Motorsport Australia discipline at a Club Event level.

## **6. Discipline Specific Requirements**

### **6.1 Timing and Results**

- (a) (Timing of Automobiles during a MSPRA may be undertaken by the Organiser only for the purpose of ensuring that each Automobile is being driven in compliance with this Policy.
- (b) No official results or lap times for a MSPRA will be published.

## **7. Exemptions to This Policy**

- (a) Motorsport Australia acknowledges that there are some unique activities (such as Charity Ride Days etc.) that may not be able to comply with the MSPRA in its entirety, due to the particular circumstances of such Events, and their prospective Participants.
- (b) Event Organisers may seek an exemption from Motorsport Australia in relation to specific requirements of the Policy in order to be able to conduct such activities. Event Organisers will need to submit a detailed TRA for each individual requirement of the MSPRA that they are unable to comply with, highlighting mitigation measures that will

be put in place by the Organisers to address any potential risks that may be identified. The application for any exemption to vary the requirements of the MSPRA must be submitted to Motorsport Australia Permits (permits@motorsport.org.au) at least 8 weeks prior to any proposed activity.

- (c) Exemptions will only be granted in exceptional circumstances, and where the Organiser can demonstrate a comprehensive management and mitigation of all risks.

## **8. Implications for Non-Adherence**

- (a) Any breach of this Policy may result in disciplinary action being taken by Motorsport Australia.
- (b) One or more penalties may be imposed upon any Organiser, Driver or Competitor who has breached this Policy in accordance with the NCR.

## **9. Related Rules, Policies or Procedures**

- (a) Motorsport Australia OH&S Policy
- (b) Motorsport Australia Risk Management Policy

## **10. General**

- (a) The Policy Manager is the Manager – Risk and Safety to whom any questions in relation to this Policy should be directed.
- (b) This Policy will be reviewed every 2 years if not sooner.
- Policy Creation Date 1/1/2017
  - Policy Review Date 1/1/2019
  - Policy Review Date 1/1/2020
  - Policy Review Date 1/1/2023

## **Passenger Ride 25/V2**

### **Medical Declaration**

I declare that I understand the risks involved, and that I have no medical or physical condition which excludes me from safely participating in this activity. I also declare that I have no medical or physical condition which could be exacerbated or contribute to increased risk for me or others involved in this activity.

### **Declaration**

ANY PASSENGER MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in Motorsport Activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times as a condition of participating in this activity. The information I have entered into this form is true and correct

and I will advise Motorsport Australia 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.

### **Your Privacy**

Motorsport Australia requires the above information to assess your suitability for a passenger ride activity. The information provided by you may be used and disclosed to others by Motorsport Australia for the purposes of Motorsport Australia's business. Motorsport Australia may not be able to permit you to undertake the activity if you do not provide all of the information requested above. Full details of Motorsport Australia's privacy policy (including how you can access and correct your personal information and make a complaint) are available at Motorsport Australia's website ([motorsport.org.au](https://motorsport.org.au)).

Motorsport Australia ABN: 55 069 045 665 | Mail: PO Box 172 Canterbury LPO, VIC 3126 | Phone: +61 3 9593 7777 Hotline: 1300 883 959 | [motorsport.org.au](https://motorsport.org.au)

## Appendix A – Requirements for an MSPRA

| Discipline                            | Ride/Sponsor/Media Day                                                  | Speed and Auto Test Practice                                                                                |
|---------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Minimum Course Familiarisation</b> | Driven the Course at least once prior to the commencement of the MSPRA. | Completed at least two laps or runs of the Course. Note: This may include a sighting lap or timed practice. |
| <b>Minimum Automobile Separation</b>  | As determined by the Clerk of the Course.                               | 40% (rounded up to the next whole number) of the 'group 3' Course density stated on the Track Licence.      |
| <b>Minimum Apparel</b>                | As per the minimum requirements for the Driver.                         | As per the minimum requirements for the Driver.                                                             |

## Appendix B – Driver/Passenger Briefing

### 1. Driver Briefing

Each Driver must be briefed as a minimum in the following matters before participating in a MSPRA:

- (a) Motorsport Australia Safety 1st Policy and its effect on the MSPRA;
- (b) Passenger disclaimer completion and handover process;
- (c) Marshalling procedure/requirements;
- (d) Driver and Passenger Apparel;
- (e) Course entry and exit locations and procedures;
- (f) Location of marshals and fire point;
- (g) Flag signals to be used;
- (h) Number of laps or time on Course;
- (i) Speed restrictions (pit lane, paddock, on Course-if applicable);
- (j) Overtaking rules and restrictions (if applicable);
- (k) Driving standards and expected behaviour;
- (l) Behaviours that may result in action being taken against Participants. For example:
  - (i) Racing
  - (ii) Aggressive manoeuvres (cutting off, blocking, etc.)
  - (iii) Drivers not driving an Automobile clearly within their limits and at significantly less than usual Competition speed;
- (m) Sanctions may be imposed for breaches of this Policy, including but not limited to the imposition of a warning, fine or disqualification from the Event;
- (n) Procedure if Automobile is stopped on Course. For example:
  - (iv) (i) Exit Automobile and proceed to safe location (behind barriers);
  - (v) (ii) Do not work on or push Automobile;
- (o) Other items, regulations or conditions relevant to the MSPRA;



- (p) Provide each Driver with a Course map with relevant markings for the MSPRA (exit points, fire points etc.);
- (q) Panic code (i.e. hand signal, verbal comment such as 'stop the ride' or similar).

## **2. Passenger Briefing**

Each Passenger must be briefed as a minimum in the following matters before participating in a MSPRA:

- (a) Motorsport Australia Safety 1st Policy and its effect on the MSPRA;
- (b) Passenger disclaimer completion and handover process;
- (c) What to expect while participating;
- (d) Apparel for Passengers;
- (e) Procedure if Automobile is stopped on Course. For example;
  - (i) Exit Automobile and proceed to safe location (behind barriers);
  - (ii) Do not work on or push Automobile;
- (f) Panic code (i.e. hand signal, verbal comment such as 'stop the ride' or similar);
- (g) The Passenger must not place any part of their body outside the Automobile or undertake any action such as filming the ride by handheld means while participating in a MSPRA;
- (h) The Passenger must not engage in any action that may impede, distract or cause effect to the Driver.