



## Superkarts Australia National Series – Round 1

### 4-5 May 2019

Entries open on the posting of the attached Supplementary Regulations and Superkart Australia Sporting Regulations 2019.

**\*\*\*\* Entries close on 19 April 2019 \*\*\*\***

Each entrant/competitor is to complete and sign:

- **AASA event entry form**
- **SKA membership form**
- **The Bend waiver (*also be individually completed and signed by each member of pit crew*)**

The total entry fee of **\$560.00** is an all-inclusive amount, which includes entry fee, MyLaps transponder and garage for Friday 3 May, Saturday 4 May and Sunday 5 May.

Payment is by direct deposit to the SKA Bank account:

**National Aust. Bank Ltd**

**Account: SKA Pty Ltd**

**BSB: 084 100**

**Account no: 81349 3922**

**Description: Please enter surname, class and racing number**

Entries to be sent via email to either Barbara Hepworth ([barbarahepworth27@gmail.com](mailto:barbarahepworth27@gmail.com).) or Pam Pegoraro ([pegoraro@bigpond.net.au](mailto:pegoraro@bigpond.net.au))

- Private Practice is available on Friday 3 May (at entrants cost). Entry is via [The Bend Motorsport Park](#) website. Look for the events & tickets tag at the top of the screen, open track days, scroll down until 3 May and complete entry process. The day normally consists of 5 x 20 minutes sessions, starting from 9.00am. Cost is \$275.00.
- We have arranged for bump-in on Thursday, 2 May after 5.00pm. NO engines to be started.
- Garage allocation will be done at the close of entries – 19 April 2019

Any questions, please give Barbara Hepworth a call – 0419 850 960



# ENTRY FORM



**Event Name:** THE BEND TRACK DAYS 120 / SUPERKARTS AUSTRALIA NATIONALS  
**Event Date:** 4<sup>th</sup> – 5<sup>th</sup> May 2019      **Permit Number:** TBC

*This event is held under the national competition rules of the Australian Auto Sport Alliance Pty Ltd (AASA) and Superkarts Australia. For participants, competitors and drivers in all competitions and activity. The Bend Motorsport Park disclaimer form must be completed before accessing the motor racing circuit.*

## VEHICLE DETAILS

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
CLASS: \_\_\_\_\_ COMPETITION NO: \_\_\_\_\_  
CAPACITY: \_\_\_\_\_ cc COLOUR: \_\_\_\_\_ LOG BOOK NO: \_\_\_\_\_

## COMPETITOR/ENTRANT DETAILS

FULL NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
COMPETITION LICENCE NO: \_\_\_\_\_ LICENCE TYPE: \_\_\_\_\_  
LICENCE ISSUER: \_\_\_\_\_  
CLUB: \_\_\_\_\_ MEMBER NUMBER: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
COMPETITION LICENCE NO: \_\_\_\_\_ LICENCE TYPE: \_\_\_\_\_  
LICENCE ISSUER: \_\_\_\_\_  
CLUB: \_\_\_\_\_ MEMBER NUMBER: \_\_\_\_\_

NEXT OF KIN: \_\_\_\_\_ CONTACT NUMBER: \_\_\_\_\_

## DRIVER DETAILS

NAME OF SECOND DRIVER (if applicable) \_\_\_\_\_

*(Note: the second driver must complete a separate entry form)*

**ENTRANTS DISCLAIMER / DECLARATION**

I/We: \_\_\_\_\_ of: \_\_\_\_\_

being the entrant/s of the vehicle described on this entry form wish to enter that vehicle for the above mentioned meeting. I/We declare that the particulars on this form are true and correct in every particular, to the best of my/our knowledge and belief.

You are invited to seek legal advice before signing this document.

**ENTRANTS AND DRIVER DISCLAIMER AND DECLARATION**

I/We have read and understood the Supplementary Regulations issued for this meeting and agree to be bound by them and by the National Competition Rules of the Australian Auto-Sport Alliance Pty. Ltd. (AASA) and other venue and category rules applicable to my participation in the event.

I/We acknowledge that motor sport is dangerous and that accidents causing death, bodily injury, disability and property damage, can, and do happen.

I/We also acknowledge and agree that neither Australian Auto-Sport Alliance Pty. Ltd., nor the sponsor organisations, nor the land owners or lessees, nor the organisers of the event, nor their respective servants, officials, representatives or agents (all of whom shall be collectively called "the organisers"), shall be under any liability for my death, or any bodily injury, loss or damage which may be sustained or incurred by me, as a result of participation in or being present at the event, except in regard to any rights I may have arising under the Trade Practices Act 1974.

Competitor/Entrant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Driver 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT FOR ENTRANTS AND COMPETITORS UNDER 18 YEARS**

I: \_\_\_\_\_ being the legal parent / guardian of: \_\_\_\_\_

have read the whole of this document and consent to him / her participating. In doing so, I acknowledge that Motor Sport is dangerous, and agree that neither Australian Auto-Sport Alliance Pty. Ltd. nor "the organisers" shall be under any liability whatsoever for any death or bodily injury, loss or damage which may be sustained or incurred by the above named minor, or by me, howsoever such death or bodily injury, loss or damage is caused by negligence or otherwise.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Parent/Guardian*

## Racing Membership Application Form 2019

Membership fees are calculated on a calendar year basis (i.e. 1 January to 31 December). For new members who join on or after 1 December, your membership will carry through to 31 December of the following calendar year.

**Racing Membership Series Race Number -**

**Member Name:** ..... **D.O.B:**.....

**Main Residential Address:**.....

..... **P/Code:** .....

**Postal Address:** [ ] *tick if same as above* .....

..... **P/Code:** .....

**Ph: (Hm)**..... **(Mob)**..... **(Wk)** .....

**Email:** .....

**Next of Kin contact details (optional) Name/s:** .....

**Ph: (Hm)**..... **(Mob)**..... **(Wk)**..... /.....

**Member of CAMS or FIA Affiliated Superkart Club:** ..... **Member Number:** .....

(Superkarts Australia (SKA) is Affiliated with CAMS Ltd and does not require SKA Members to hold additional CAMS Club Membership/s although they are free to do so)

**I hereby apply for Racing Membership of Superkarts Australia Pty Ltd (SKA)**

**DISCLAIMER:**

I acknowledge that motorsport is dangerous and in exchange for membership of SKA, I agree;

- To release SKA from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) "harm" howsoever arising in relation to my participation in or attendance at events at which SKA participates, except to the extent prohibited by law.
- That SKA does not make any warranty, implied or expressed, that the events at which SKA participates will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- To attend and participate in events at which SKA participates in accordance with event regulations and at my own risk.
- I acknowledge that I am not under any obligation to continue attendance or racing if I believe I am at risk or I believe it is unsafe at any time.
- At my option I may maintain full membership of a CAMS or FIA Affiliated Superkart Club whilst I am a Racing Member of SKA.
- I also acknowledge the risks associated with attending or participating in events at which SKA may or will participate/s includes the risk that I may suffer harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, persons or property. I further acknowledge motorsport is dangerous and that accidents causing harm can happen and do happen and may happen to me.

**DECLARATION:**

**I apply for Racing Membership of SKA and declare that I accept the disclaimer conditions above, and acknowledge that I have accessed the SKA Website – SKA MEMBERSHIP POLICY, and have read and understand those conditions and my obligations and responsibilities to those policies, and I agree to comply with and abide by the SKA MEMBERSHIP POLICY for the time of its being in force.**

**I hereby declare I have not withheld information within my knowledge likely to affect the decision of The Company as to the eligibility of my membership.**

Signed:..... Dated: .....

**Please also Register for the National Series and request your National Racing Number.**

**My preferred Registered Racing Number is:**.....(Membership of SKA secures your National Series Racing Number.

Allocation is subject to availability and SKA approval). **Note: Only numbers 4 to 99 are allowed.**

**OFFICIAL USE:** Date Received:..... Date Endorsed by Company:.....

Method of Payment:..... Membership Card :.....

**EXCLUSION OF LIABILITY, RELEASE & ASSUMPTION OF RISK**  
**PARTICIPANT OVER 18 YEARS OF AGE**  
**DEED POLL**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT IS VERY IMPORTANT THAT YOU READ IT (TOGETHER WITH THE ANNEXURE) CAREFULLY AND THAT YOU ARE SATISFIED THAT YOU UNDERSTAND ALL OF IT BEFORE YOU SIGN. WE ENCOURAGE YOU TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.**

In conjunction with **THE BEND MOTORSPORT PARK PTY LTD ACN 609 932 685** ("**The Bend**") allowing me to attend and or participate in the Activity, I make this deed poll in favour of, and for the benefit of, the Indemnitees jointly and severally and understand, acknowledge and agree:

1. **(motor sport can be dangerous)** Participation in motor sport, whether as a driver, passenger or spectator, under the conditions created for the Activity, can be dangerous. I accept the venue of the Activity as it stands with all or any defects hidden or exposed.
2. **(injury, death, loss of property)** My participation in the Activity carries with it the potential for personal injury to me and/or others, and also for loss or damage to my property and the property of others. Accidents causing harm can and do occur and may happen to me.
3. **(own choice)** I am attending the Activity out of my own choice and for my personal enjoyment. I acknowledge that I have an obligation to myself and to others to act safely and within relevant rules and regulations.
4. **(follow directions)** During my participation in the Activity and at all times while I am at the venue at which the Activity is conducted, I will follow the directions of any employee, contractor or agent of The Bend. I acknowledge that, subject to clause 6 below, such directions are given free of any warranty to me and that even if I do follow directions, accidents may happen.
5. **(no duty of care)** During my preparation for, and participation in, the Activity and at all times while I am at the venue, I acknowledge that to the maximum extent permitted by law the Indemnitees do not owe me a duty of care under contract, applicable legislation, equity or at common law. For the avoidance of doubt, I acknowledge that any directions given (including any given in accordance with clause 4 above) do not operate to give effect to such a duty of care and in the case of any proceedings, cannot be used as evidence of such duty.
6. **(Australian Consumer Law & recreational services)** I acknowledge that in accordance with the Australian Consumer Law, there are certain guarantees that a supplier of services in trade or commerce must comply with when providing services ("**Statutory Guarantees**").

Section 42 of the Fair-Trading Act 1987 (SA) allows the supplier of recreational services to exclude certain Statutory Guarantees and specifically any liability for any personal injury suffered by me or another person for whom or on whose behalf of I am acquiring their recreational services.

I acknowledge that to the extent that The Bend and/or the Land Owner (as defined in clause 7 below) supply recreational services (as defined in Appendix A), the terms and conditions of the Recreational Services Fair Trading Act Waiver set out in Appendix A will apply to exclude their liability for any personal injury suffered by me or another person for whom or on whose behalf I am acquiring their recreational services.

Nothing in this deed poll is intended to exclude the operation of the Statutory Guarantees which cannot be excluded at law.

7. **(release and indemnity)** To the maximum extent permitted by law and subject to clause 6 above, I release, forever hold harmless and indemnify The Bend, Peregrine Corporation Pty Ltd ACN 101 751 400 ("**Land Owner**") and each of the related entities and associated entities (as those terms are defined in the Corporations Act 2001 (Cth)) of The Bend and the Land Owner ("**Associated Companies**") and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of The Bend, the Land Owner and the Associated Companies and any sponsors, promoters, or organisers of the Activity ("**Associated Entities**") from and against all and any claims, actions, suits, costs, legal fees, damages, judgements, orders and liabilities of whatever kind or nature, arising out of or in connection with my preparation for and participation in the Activity, whether occurring before, during or after my actual participation in the Activity. This release and indemnity covers all claims that I or anyone acting on my behalf is able to exclude, release liability or indemnify at law, and without limiting this, I agree that this deed poll will be binding on my heirs, next of kin, executors and administrators.
8. **(no existing medical conditions)** As at today, I am not aware of any existing condition or conditions (including without limitation any physical and/or mental or physical or mental illness or disease and/or pregnancy) that may be affected by my preparation for and participation in the Activity. I acknowledge that it is my responsibility to inform the Indemnitees of such conditions and that the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate. Participation in the Activity even after my disclosure of such conditions is at my own risk.
9. **(damages to property)** I acknowledge that The Bend may require me to cease participation in the Activity if The Bend considers that my participation in the Activity is likely to cause damage to The Bend Motorsport Park. I further acknowledge that no refund of any fees paid for my participation in the Activity will be given in these circumstances.

If any act or omission by me, including without limitation my participation in the Activity, results in any damage to The Bend Motorsport Park, without limiting clause 7 above, I agree to pay all costs to repair such damage. If The Bend or the Land Owner pays for any repair works to The Bend Motorsport Park caused by my act or omission, I agree to reimburse it promptly upon notification of the amount of such repair works.

I, voluntarily and fully accept and assume all of the known and unknown risks associated with the Activity and understand, agree and acknowledge that the exclusion of liability, release and assumption of risk in this deed poll expressly applies to these risks and all and any consequences of these risks.

A term of this deed poll will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

I intend this deed poll to be binding in accordance with its terms, notwithstanding any procedural irregularities including if my signature is not witnessed overleaf, and delivered on the date set out overleaf.

In this deed poll:

"**Activity**" means my participation in any activity or event held or situated at The Bend Motorsport Park or my attendance at The Bend Motorsport Park (as applicable);

"**Indemnitees**" means The Bend, the Land Owner, the Associated Companies and the Associated Entities; and

"**personal injury**" means bodily injury and includes mental and nervous shock and death.

APPENDIX A

RECREATIONAL SERVICES FAIR TRADING WAIVER – INDIVIDUAL PARTICIPANT

[To be executed by individual participant]

FAIR TRADING REGULATIONS 2010 - Form 1 — Recreational services — Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services<sup>1</sup>), there is —

- a statutory guarantee that those services will be rendered with due care and skill; and
• a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
• a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury<sup>2</sup>.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of THE BEND MOTORSPORT PARK PTY LTD and PEREGRINE CORPORATION PTY LTD for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is—

- (a) excluded
(b) restricted as set out below:
(c) modified as set out below: [specify the nature of the modification]

\*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

Signature: Refer to the execution below. Date: Refer to the execution below.
Signature of witness: Refer to the execution below. Name & address of witness: Refer to the execution below.

Definitions

- 1. Recreational services are services that consist of participation in—
• a sporting activity or similar leisure-time pursuit; or
• any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death. Further information: Further information about your rights can be found at www.ocba.sa.gov.au

EXECUTION

I have read, understood and accept the terms and conditions of my participation in the Activity and this Exclusion of Liability, Release and Assumption of Risk.

I acknowledge that to the extent that The Bend Motorsport Park Pty Ltd and/or Peregrine Corporation Pty Ltd supply recreational services as defined in Appendix A, I have read, understood and accept the terms and conditions of the Recreational Services Fair Trading Act Waiver at Appendix A.

I acknowledge that if I do not agree to the terms and conditions of this Exclusion of Liability, Release and Assumption of Risk and the Recreational Services Fair Trading Act Waiver at Appendix A and do not execute this deed poll then The Bend Motorsport Park Pty Ltd may refuse my participation in the Activity.

PLEASE MAKE SURE THAT YOU HAVE READ THIS DOCUMENT FULLY AND THAT YOU ARE SATISFIED THAT YOU UNDERSTAND ALL OF IT BEFORE YOU SIGN. WE ENCOURGAGE YOU TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.

Executed as a deed poll.

FULL NAME: SIGNATURE:
EMAIL ADDRESS: DATE:
SIGNATURE OF WITNESS: DATE:
NAME & ADDRESS OF WITNESS:

Please tick here if you do not wish to receive marketing or promotional materials from The Bend Motorsport Park Pty Ltd. Personal information collected by The Bend Motorsport Park Pty Ltd is handled in accordance with its privacy policy available at www.thebend.com.au. Please refer to the privacy policy for information about how your personal information is handled, your rights to seek access to and correct your personal information, how to complain about a breach of the Australian Privacy Principles and our Privacy Officer's contact details.