

2024 TCR AUSTRALIA SERIES

Series Entry Form

CONDITIONS

- (1) By signing this Series Entry Form, each *Competitor* and *Driver* acknowledges that all *Events* (whether or not part of a Series) will be held under the FIA International Sporting Code including Appendices; the National Competition Rules (*NCR*) and the Circuit Race Standing Regulations (*CRSR*) of *Motorsport Australia*, the Sporting and Technical Regulations of the TCR Australia Series, the *Supplementary Regulations*, any Further *Supplementary Regulations* or instructions and any Bulletins that may be issued by *Motorsport Australia* (collectively referred to as the *Rules*), and that the *Competitor* and *Driver/s* agree to be bound by these *Rules*.
- (2) This Series Entry Form must be read in conjunction with the *Rules* of which it forms a part.
- (3) The completion by a *Competitor* and *Driver/s*, and submission to Australian Racing Group of this Series Entry Form and a signed Motorsport Australia Risk Warning, Disclaimer and Indemnity for each *Competitor* and *Driver* will be confirmation by such *Competitor* of an *Entry* to an *Event* in accordance with the provisions of the *Rules*.
- (4) Individual *Event* opening and closing of *Entry* dates are indicated in the *Supplementary Regulations* for that *Event*. Any *Competitor* or *Driver* who chooses not to accept the *Rules* and conditions of an *Event* as detailed in the relevant *Supplementary Regulations* for that *Event* may withdraw their *Entry* by advising Australian Racing Group in writing prior to the time indicated in the *Supplementary Regulations* for the closing of *Entries* for that *Event*.
- (5) The dates and venues listed in this Series Entry Form are subject to change as approved by *Motorsport Australia*.
- (6) It is the responsibility of the *Competitor* to ensure that all details on this Series Entry Form are correct prior to the commencement of competition at an *Event*.

COMPETITOR DETAILS

Competition Number:
(must be approved by Australian Racing Group) _____

Motorsport Australia* Competitor Name:
(this is the name recorded on your Competitor Licence) _____

Motorsport Australia* Competitor Licence Number: _____ **Expiry Date:** _____

Team/Sponsor Name:
(this is the name that will be given to media, timing & program publisher) _____

* or other National Sporting Authority affiliated with the FIA

DRIVER DETAILS
(where variations are permitted)

Driver:	Motorsport Australia*	Expiry Date:
Car Club Membership: _____	Licence # _____	_____
	Car Club Member No: _____	Expiry Date: _____

Additional Driver 1:	Motorsport Australia*	Expiry Date:
Car Club Membership: _____	Licence # _____	_____
	Car Club Member No: _____	Expiry Date: _____

Additional Driver 2:	Motorsport Australia*	Expiry Date:
Car Club Membership: _____	Licence # _____	_____
	Car Club Member No: _____	Expiry Date: _____

Additional Driver 3:	Motorsport Australia*	Expiry Date:
Car Club Membership: _____	Licence # _____	_____
	Car Club Member No: _____	Expiry Date: _____

**AUTOMOBILE
DETAILS**

Make: _____ Model: _____
 Dorian Timer No: _____ Capacity: _____ cc
 Log Book No to run under this Competition Number: _____ (a) _____ (b) **REPLACEMENT CAR 1**
 _____ (c) **REPLACEMENT CAR 2** Car Colour: _____

The Competitor must indicate below in which Event/s they intend to enter (please tick):

TCR AUSTRALIA SERIES	Rnd	Date	Circuit	√	Rnd	Date	Circuit	√
	1	9-11 February	Sandown International Raceway		5	12-14 July	Queensland Raceway	
	2	15-17 March	Symmons Plains Raceway		6	1-3 November	Sydney Motorsport Park	
	3	12-14 April	Phillip Island		7	8-10 November	Mount Panorama	
	4	31 May-2 June	Shell V-Power Motorsport Park					

COMPETITOR DETAILS

This person is authorised by the Competitor to act on the Competitor's behalf.

Name: _____
 Postal Address: _____
 Residential Address: _____
 Phone (B/H): _____
 Mobile: _____
 Fax: _____
 E-mail: _____

ENTRY DECLARATION**For the Competitor:**

I being the *Competitor* of the *Automobile* described on this Series Entry Form wish to enter that *Automobile* for the above *Event/s*, and declare that the *Automobile* and all related equipment and components necessary for competition shall be presented, at all times and in every respect, in compliance with the *Rules*.

I further declare that I have caused the *Automobile* to be inspected according to a maintenance schedule that I have developed, and that it is free from mechanical defects, be they of design or structural integrity that may render the *Automobile* unsafe for *Competition*.

I acknowledge that where any aspect of the *Automobile* or related equipment and components is found:

- to be in breach of the *Rules*; or
- in the opinion of the Chief Scrutineer, to be subject to a serious mechanical defect,

it will render me in breach of the *NCR*, and that I may be subject to penalties under the *NCR*.

For a Driver:

I being a *Driver* identified on this Series Entry Form, declare that:

- I have been fully briefed by the *Competitor* on all aspects of the operation of the *Automobile*, including peculiarities relating to its handling and performance during *Competition*; and I have satisfied myself that the *Automobile* is safe and suitable for the intended *Competition*, and
- If I hold a *Licence* issued by an *ASN* other than *Motorsport Australia* I will provide an authorisation from the *ASN* that issued my *Licence* to compete in any *Event* in the Series. I acknowledge that I will be ineligible to score points in any "Series" held in accordance with these *Rules*.

For Competitor and Driver/s:

The *Competitor* and/or *Driver/s* identified on this Series Entry Form, certify that the particulars on this form are true and correct in every particular, to the best of my knowledge and belief, and that the Category Manager will be notified if the details change at any time.

The undersigned declare that they have read and understood the *Rules*, agree to be bound by them and agree that should they choose not to accept the conditions of *Entry* to an *Event* as indicated in the *Supplementary Regulations* for that *Event*, that this *Entry* will be withdrawn by advising the Category Manager in writing prior to the time indicated in the *Supplementary Regulations* for the closing of *Entries* for that *Event*.

Print Name *Competitor*: _____

Signature of *Competitor*: _____

Print Name *Driver*: _____

Signature *Driver*: _____

Print Name Additional *Driver* 1: _____

Signature Additional *Driver* 1: _____

Print Name Additional *Driver* 2: _____

Signature Additional *Driver* 2: _____

Print Name Additional *Driver* 3: _____

Signature Additional *Driver* 3: _____

Consent Statement for Drivers under 18 years:

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/ GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I of [Address] am the parent/ guardian*of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents and have explained the contents to the minor. I consent to the minor attending/ participating in* the *Event* at his/her own risk.

Signed.....

Date.....

Parent/Guardian*

* Delete whichever does not apply

Note: Any changes to the above information must be advised to Australian Racing Group in writing.

THIS FORM AND ASSOCIATED DISCLAIMERS MUST BE RECEIVED AT THE REGISTERED OFFICES OF AUSTRALIAN RACING GROUP BY NO LATER THAN THE DATE AND TIME ADVISED BY AUSTRALIAN RACING GROUP

Targeted Scrutiny Programme

Statement of Vehicle Compliance

TSP03



Competitor

Competitor - I being the competitor of the vehicle described on the Entry Form and being legally authorised to enter the vehicle described, hereby declare that the vehicle and all related equipment and components necessary for participation in this event shall be presented at all times and in every respect in a condition suitable for use in this activity. I have caused the vehicle to be inspected according to a maintenance schedule which I have developed and declare that it is free from mechanical defects, be they of preparation or structural integrity, that may render the vehicle unsafe for the proposed activity. I acknowledge that where any aspect of the vehicle or related equipment and components is found, by the Chief Scrutineer,

- to be in breach of the Motorsport Australia National Competition Rules (NCR) and/or the Regulations of the Event; or
- to be subject to a serious mechanical defect,

that I may be subject to penalties under the NCR.

My signature below indicates my acceptance of the above declaration.

Driver

Drivers - I/we being the named driver of the vehicle described on this form hereby declare that I/we have been fully briefed by the competitor on all aspects of the operation of the vehicle, including peculiarities relating to its handling and performance during competition, and are satisfied that the vehicle is safe and suitable for the intended competition and that my/our competition apparel is in compliance with the NCR; Schedule D – Apparel.

My/our signature/s below indicate acceptance of the above declaration.

The Event

EVENT _____ DATE _____

Declaration

COMPETITOR NAME	COMPETITOR SIGNATURE	SIGN HERE
DRIVER 1 NAME	DRIVER 1 SIGNATURE	SIGN HERE
DRIVER 2 NAME	DRIVER 2 SIGNATURE	SIGN HERE

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 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the event at his or her own risk.

SIGN HERE _____ DATE _____

Recent Competition and Scrutiny Audit History

The Competitor must complete the following table showing the Competition and Scrutiny Audit history of the vehicle described above for the last five relevant Events as shown in the Vehicle Log Book. If at the time of completion of this declaration the vehicle is entered into another Event yet to be held, please indicate in the space provided.

Date	Venue	Scrutiny Audit Conducted	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		OTHER EVENT – YET TO BE HELD	

Risk Warning and 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

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, 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.

CATEGORY/COMPETITION NUMBER (IF APPLICABLE)

FOR COMPETITOR, DRIVER OR NAVIGATOR
MOTORSPORT AUSTRALIA LICENCE NO.

I do hereby declare that I am a full financial member of a Motorsport Australia Affiliated Sporting Car Club at the time of the event Yes

or,
I am a service crew member Yes

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 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.

NAME

SIGNATURE

SIGN HERE

DATE

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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 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

SIGN HERE

DATE

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