



The Bruce Fiske Memorial Enduro

ROUND 2 – 2019 CAMS VICTORIAN OFF ROAD CHAMPIONSHIP

ROUND 5 – 2019 Victorian Off Road Club Series

7th July 2019

SUPPLEMENTARY REGULATIONS



1. TITLE AND AUTHORITY

The meeting shall be known as, **The Bruce Fiske Memorial Enduro**, (hereinafter known as "The Event") and will be a CAMS State Championship Short Course off road event held under the provisions of the International Sporting Code of the FIA, the National Competition Rules (NCR) of the Confederation of Australian Motor Sport (CAMS), The Off Road Standing Regulations, the 2019 Victorian Off Road Championship Standing Regulations, these Supplementary Regulations, the 2019 Victorian Off Road Club Series regulations and any further regulations, which may be issued. This Event will be conducted under and in accordance with CAMS OH&S, Safety 1st and Risk Management Policies, which can be found on the CAMS website at www.cams.com.au

2. The CAMS Permit authorising the event is No. 319/0707/04

3. THE EVENT

The event will be held on Sunday 7th July 2019 and is Round 2 – 2019 CAMS Victorian Off Road Championship and Round 5 of the 2019 Victorian Off Road Club Series consisting of one section at Bagshot Motorsports Complex, 25 Km North East of Bendigo. The course is approx. 5.5 Km in length comprising of a variety of surfaces, including sand, clay and gravel. The event will be run with a prologue for starting order and Two heats of one-hour duration on Sunday 7th July 2019. To be classified as a finisher you must have finished 50% of the winner's lap total. The event will also feature practice and a race for members of TORC. Entrants for this section will need to be current financial members of the TORC and competition will be in accordance with their current rules and regulations. This section of the event will not figure in results of the CVORC or VORCS feature.

4. THE PROMOTERS AND ORGANISERS.

The promoters and organisers will be the Bendigo Car Club Inc. C/O. P.O. Box 361, Bendigo, 3552.

5. OFFICIALS.

Clerk of Course: -	Chris Hume	
Event Secretary: -	John Orr.	
Chief Scrutineer: -	Peter Valentine.	Ph.0448 732 797
Chief Timer: -	Brian Shannahan.	
CAMS STEWARDS: -	Marilyn Emmins	

The entire above are deemed to be judges of fact with respect to their listed duties.

6. CANCELLATIONS, ABANDONMENT OR ALTERATIONS

In accordance with the provisions of Article 15 of Off Road Standing Regulations, the promoters reserve the right to postpone, cancel or abandon the event if in their opinion the number of entries is insufficient or if conditions constitute Force Majeure as outlined in NCR 59. If the event is terminated when part run, the organisers shall determine results among those competitors who have not retired or been excluded to that point.

7. COMPETITOR ELIGIBILITY

All competitors will require a CAMS National Off Road Licence NO, NON, NOJ or NOJN. Please **NOTE**; competitors in the TORC section only, are able to run on a level 2 licence. Only one driver may compete in any one car throughout the entire event. **Please Note**: Single event Navigator licence (NONSE) will be able to be used at this event. However, you must notify the Event Secretary prior to the event if you require this licence so a briefing can be arranged on the day. OLT's for this event will require prior arrangement with the organiser's.

All CAMS Licences and current CAMS affiliated club membership cards must be available for production to the Clerk of Course or his representative upon request.

8. ENTRIES

Entries open on publication of these Supplementary Regulations and close on Wednesday 3rd July 2019 at 5:00pm
The entry fee will be \$250. Entries will only be accepted on the official entry form, fully completed and accompanied by the appropriate fees.

Additional navigators may compete provided they are properly nominated on the official entry form and the required fee of \$20.00 is paid.

Cheques are to be made payable to the Bendigo Car Club Inc. The promoters reserve the right to refuse any entry/entries in accordance with NCR 83.

Direct deposit of entry fees will be accepted if the competition number is used as reference.

Bendigo Bank, BSB **633 108**. Account no. **101103901**

Completed entries, together with the appropriate fees, should be posted to:

**The Entry Secretary
Bagshot Short Course
68 Edwards Rd,
Jackass Flat, 3556**

Or via email at, dbu66042@bigpond.net.au

No responsibility will be taken if entries are forwarded to any other address.

Electronic entries will be accepted by way of the CAMS CEE. If you require any further information on the CEE please go to the CAMS website <http://www.cams.com.au> and click on CAMS Event Entry on the top-right corner of the page.

9. EXCESS ENTRIES

In the event of entries being received after the first 36 automobiles, the promoter reserves the right to accept such entries conditionally upon vacancies occurring due to entry withdrawal or cancellations. In the event of such conditional acceptance such competitors shall be regarded as reserves and may compete upon a vacancy occurring amongst the accepted entrants. In the instance of an entry not being accepted a full refund would apply.

10. CREW CHANGES

Two crewmembers in each automobile (except Pro, Prolite and 2WD Extreme if fitted with only one seat where only the driver is required) must be nominated on the entry form and the nominated persons must report to all control points. Changes to nominated crews will be allowed up to the close of scrutiny, on 7th July 2019. Changes made afterwards, only with the Clerk of Course permission.

11. CLASSES

VORC:-

Pro-	Buggies over 1650cc
Prolite	Buggies up to 3500cc natural induction
Sportslite	
Super 1650	Unlimited buggies up to 1650 cc
Sportsman	Buggies up to but not exceeding 1330 cc
2WD Extreme	2wd Modified Sedan and VW Baja
2WD Production	2 Wheel drive-Enduro
4WD Production	4WD Standard
4WD Extreme	4WD Modified
Superlite A	
Superlite B	

VORCS:-

As per 2019 Victorian Off Road Club Series regulations.

The Clerk of Course reserves the right to amalgamate classes dependent on entry numbers.

12. VEHICLE ELIGIBILITY

All Classes of competing vehicles shall comply with the General Requirements (GR) and Specific Requirements of the current CAMS Manual of Motor Sport. Fuel must be in accordance with Schedule G of the current CAMS Manual.

13. COMPETITION NUMBERS

Numbers must be affixed to the vehicle prior to scrutineering and throughout the event. They must be applied in the following positions.

- a. One on front bonnet or nose top
- b. One rearward facing at the rear of the vehicle
- c. One each side of a vertical fin, mounted on the top of the roof or the highest point of the vehicle.

- d. Discs, number size and thickness as per GR29 of the current CAMS Manual.

14. SCRUTINY

All automobiles must be presented for scrutiny at the event between 7.00am to 8.30am on Sunday 1st July. Vehicles will be checked for general safety and compliance with eligibility regulations. No vehicle will be permitted to participate without having passed scrutiny. The following documentation will be checked prior to scrutineering: CAMS Off Road Competition Licences, at least 1 civil driving licence or proof of age for a crew member over 18 yrs. of age, CAMS vehicle log books, current CAMS-affiliated club membership cards.

The Chief Scrutineer will hold all CAMS vehicle logbooks until the end of the vehicles competition for the event

15. CREW BRIEFING

Crew briefings will be held at 8:45am Sunday 7th July prior to reconnaissance of the course.

Attendance at briefing is compulsory for all relevant competing crew, and all will be required to sign the attendance sheet

Failure to attend will result in the competitor being charged.

16. SAFETY

- (a) Vehicles are required to have at least one stop lamp. Vehicles are also required to be fitted with an amber tail lamp that illuminates when the main switch is turned on (refer GR 24, current CAMS Manual).
- (b) Each vehicle must have a minimum of two white, minimum 50 watt (or equivalent LED) forward facing headlamps fitted which shall be operational at the start of the competition. At least one forward facing headlamp shall be operational at the start of each subsequent section.

17. AWARDS

Trophies will be awarded to outright and class winners and placegetters.

- 17a)** The minimum number of entries to constitute a class shall be five. Classes not reaching that number will be amalgamated with the nearest compatible class.

18. TIMING

Timing for the event will be to the elapsed second, and will be expressed in hours, minutes and seconds. A competitor's score will be his/her elapsed total time for all sections, to which shall be added any penalties incurred in accordance with regulations.

19. PROTESTS

Are to be lodged in accordance with the provisions of Part XII of the NCR's.

20. CONTROL OFFICIALS

Control officials will be deemed Judges of Fact in respect of the direction and time of entry, and the position of vehicles.

21. COURSE MARKING

The course will be marked in accordance with CAMS Regulations

22. ALCOHOL

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

23. INSURANCE

Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

24. ACCIDENT REPORTS

Competitors involved in an accident during the event must report to the scrutineer before being allowed to resume in the event.

25. PENALTIES

Any competitor who is deemed by an Official to be taking a short cut may be excluded from the event, notwithstanding any additional penalty. In addition, any competitor found to be responsible for deliberate damage to the property, fences etc, and shall be liable to a penalty of exclusion notwithstanding any additional penalty which may be imposed by the Stewards. Any competitor deemed by the timing officials to have jumped the start will receive a one lap penalty.

26. PRESENTATION

Presentations will be made as soon as practicable after the event.

27. STARTING ORDER

The Starting order of the first heat will be determined by a prologue and will remain throughout that section. Starting order for further heats will be determined on aggregate times as recorded in the heats; however, vehicles will remain in their respective or compatible class.

28. NOISE

Noise limit is 95 dB (A) as per Off Road Standing Regulations.

29. LATE RUNNING TIME

All competitors will be given 1 hour to complete each heat.

30. GENERAL

- (a) All pit crew are to sign the Service Crew Sign-on Disclaimer.
- (b) There will be no persons under the age of 16 years of age in the allocated pit area unless they are signed on for competition.
Less than 18yrs will need appropriate disclaimer signed by parent / guardian.
- (c) Smoking is prohibited in the pit area or on competition surface.
- (d) *The speed in non-competition areas is strictly walking pace only*

31. WASH WATER.

Due to the lack of rainwater available for washing of competition numbers, windscreens, goggles or cars, clean water will have to be provided by the competitors themselves.

32. CAMPING.

Camping at the venue is allowed in designated areas away from allocated paddock areas.

33. CATERING

Full catering will be provided at the track by the Bendigo Car Club.



The Bruce Fiske Memorial Enduro



ROUND 2, 2019 CAMS VORC

ROUND 5, Victorian Off Road Club Series

“Held under the International sporting Code of the FIA and the National Competition Rules of CAMS”

COMPETITOR (car owner) NAME:	
ADDRESS:	
TOWN/SUBURB:	P/C:
PHONE:	MOBILE:
CAMS LIC No:	
DRIVER NAME:	
ADDRESS: As above	
TOWN/SUB:	P/C:
PHONE:	MOBILE:
CAMS LIC No:	
CIVIL LIC No:	
CLUB	MEMBER No:
CO-DRIVER NAME:	
ADDRESS:	
TOWN/SUB:	P/C:
PHONE:	MOBILE:
CAMS LIC No:	
CIVIL LIC No:	
CLUB	MEMBER No:
NAVIGATOR NAME:	
ADDRESS:	
TOWN/SUB:	P/C:
PHONE:	MOBILE:
CAMS LIC No:	
CIVIL LIC No:	
CLUB	MEMBER No:
VEHICLE DETAILS	
MAKE:	BODY TYPE:
CAMS ALLOCATED No:	PREF' No:
LOG BOOK No:	ENG' CAPACITY:
ENTRY FEE. \$250	

Bendigo Car Club Inc.

Office use only	Received by	Payment received	Competition No

RISK WARNING, DISCLAIMER AND INDEMNITY

Motor Sport 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 Motor Sport Activities. I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport 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;
 - others 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 & INDEMNITY

In exchange for being able to attend or participate in the Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - a) my **death**;
 - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a **disease**;
 - d) 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**:
 - i. that is or may be harmful or disadvantageous to me or the community; or
 - ii. that may result in harm or disadvantage to me or the community,howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** 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 Motor Sport 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 the Entities as the supplier of the Motor Sport Activities / Recreational Services;
 - nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
 - nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

Where Motor Sport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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 you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you 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 you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are 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: The change to your rights, as set out in this form, does not apply if your 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 MOTOR SPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

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), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- 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 (SA), 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.

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 CAMS and the Entities 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 excluded.

Further information about your rights can be found at www.ocba.sa.gov.au

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- 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.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this event.

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Person	Signature	Name	Date
Competitor			
Driver			
Co-Driver			
Navigator			

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, 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/participating in* the event at his/her own risk.

* Delete whichever does not apply

Signed..... Parent/Guardian*

Date.....