



TOP END SPRINT

River Race Classic
25th August, 2019



nills@ignitedesign.com.au

Competitor information

Welcome to the 2019 Top End Sprint river race classic. The NSWHC are conducting this race in conjunction with Ski Racing NSW's Hawkesbury 120 ski race event, with the aim of putting on a better show for the public and lifting the profile of our combined sport. We believe by working together this can be achieved.

The Top End Sprint race will be run under NSWHC rules and its governing body, the APBA. The Top End Sprint power boat river race classic is to be conducted on Sunday 25th August 2019, with scrutineering on Saturday 24th.

Due to the restricted allotted time for the Top End Sprint within the overall Hawkesbury 120 weekend program, the NSWHC will have to cap the entries for 2017 to an approx. maximum of 50 boats.

Classes

All senior race boat classes will be catered for. Dependant on final class numbers, the NSWHC will combine like classes to suit, in respective starting waves.

Classes catered for include:

- Superclass
- Unlimited Unblown
- Unlimited Outboard
- Unlimited Hydro/KT
- 105mph 8-litre Inboard Displacement
- 105mph 6-litre Inboard Displacement
- 5.2-litre Inboard Displacement
- 6-litre Pro Stock Displacement
- 4.6-litre / 6cyl Displacement
- Division 2 Hydroplane
- Yamato / 25HP / 550
- F4 outboard
- MOC / Sports mono
- SMOC / Stock mono
- 1250 - 1800 Super Sport
- 151 - 200 Outboard
- Social outboard
- 800cc Outboard
- Social center mount
- Stern drive Sportsman
- Social V Drive
- Classic / Vintage
- 300 Outboard / F2
- 60mph Class
- 70mph Class
- 105mph Class

Class eligibility rules are conducted as per the UHPBC's Bridge to Bridge / Double Dash event.

Passengers are allowed in all classes except for Superclass, Unlimited and Hydroplane classes - where boat is suitable.

All speed restricted / handicapped classes are to provide their own GPS units, to be mounted / carried in the boat.

Juniors

2019 sees the inclusion of the Junior entrants in this event, via display races at Windsor.

Junior display races will be run similar to the display races conducted at major events. Entrants will be sent out of South Creek in groups of J1, J2 and J3's.

Whilst the Junior races will be run at a NSWHC event, the display races will be coordinated by an experienced member of the Upper Hawkesbury Power Boat Club.

Entries

Entries close final mail **Wednesday 21st August 2019.**

Entry and safety levy will be \$85 for Top End Sprint drivers. Entry and safety levy for passengers, is \$25.



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Entries cont.

Where relevant, Day License costs are in addition to entry costs. Day License fees are collected by the NSWHC, but are forwarded to APBA (NSW Council).

- \$100 (owner/driver). Or \$50 Driver only / \$50 Owner only.

All competitors (drivers and passengers) must be current members of an APBA affiliated club. Membership of the NSWHC can be obtained at the time of scrutineering, if required.

Late entries will be accepted up to time of scrutineering (Saturday 24th August), however will incur a late entry fee.

Upon NSWHC receiving a completed entry form and entry fee, a gate pass will be issued per boat for the Sunday.

Please note: If sufficient entries have not been received by the 'entries close' date, the race may not be run.

Juniors

Entry costs for Junior classes is \$20.

Note: All Junior entrants for this event must hold a full APBA Junior Driver Licence.

Entry paperwork

All documents for boat registration, NSW RMS boating licence (or respective state) licences and club memberships to be made available. Original paperwork to be presented at time of scrutineering. Documents also need to be made available at pre-race sign-in and briefing on Saturday.

All entrants must complete and submit a standard APBA Entry Form to the NSWHC – form is attached.

All entrants require an APBA license to compete. Day Licenses will be available for the weekend. Please notify NSWHC on entry form if a Day License is required.

Any passengers must also be a member of an APBA club, and must sign an indemnity form.

The preferred method of entry submission is the completed form to be scanned and emailed to: nmills@ignitedesign.com.au

Or, post entries and entry fee to:
NSW Hydroplane Club
Lot 3 Singleton Rd,
Laughtondale, NSW, 2775

Cheques or money orders are to
be made out to:
NSW Hydroplane Club Inc.

Scrutineering

Top End Sprint boats are to be scrutineered at UHPBC / Governor Phillip Park, Windsor on **Saturday 24th August 2019, between 11:00am and 4:00pm.**

A small number of boats may scrutineered on Saturday morning, but only by appointment. Contact the NSWHC. Entry paperwork must still be received by the deadline date.

APBA Indemnity Forms must be signed prior to competing by drivers, passengers and owners.

Note – Please pre-fill as much driver and/or owner information on the forms as possible, before arriving at scrutineering – excluding the scrutineering safety checklist. This will assist everyone with the smooth flow of proceedings on the day.

Race numbers will be allocated, supplied and applied at time of scrutineering.



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Scrutineering cont.

Attached is also a copy of the relevant scrutineering form. Please use this form to pre-check your equipment before the event.

All competitors will be provided with trailer and crew entry passes for Sunday's activities.

For further details on the suitability of safety equipment (jackets and helmets) please refer to the APBA rule book, available at www.ausapba.com.au.

All Drivers and Passengers are required to wear approved helmets with suitable Helmet restraints. Race jackets must have leg straps and be in good condition in all respects. Buoyancy vests (water ski type) are not acceptable.

Full-length race suits or full length overalls, shoes or boots to be worn by all competitors (No open shoes will be accepted).

All boats MUST remove ski poles in the interest of safety & as per rule 804.03 of the APBA Rule Book.

Juniors

Junior boats are to be scrutineered at Governor Phillip Park, Windsor, on Saturday 24th August as well.

All junior boats and driver equipment are to be scrutineered as per a regular Club Day.

Race day

All boats to arrive and be allocated a pit area, at Sackville Ski Gardens, Sackville by 8:00am.

Mandatory driver briefing and breath testing for Top End Sprint drivers and passengers on Saturday morning at 8:30am sharp. Riding passengers also need to attend the briefing.

Note, crew members may also be breath tested at random.

Top End Sprint start time will be approximately 11.00am.

Those boats able to safely float in the water will be encouraged to launch their boats straight after briefing, yet remain held on the bank, to allow for an efficient launch procedure for all race entrants.

Race classes and starting waves will be based on final entries, as organised by NSWHC.

No smoking/alcohol for competitors whilst on course, including whilst at Sackville Ski Gardens.

Juniors

Junior boats to arrive at Governor Phillip Park, Windsor by 8:00am. Driver briefing to be held at 8:30am.

Display races are expected to begin around 10:00-10:30am.

Post race

After the completion of the race, the officials will provide the race results and conduct an informal presentation for all competitors, at the NSWHC race tent, adjacent to the race finish line.

The NSWHC encourages all competitors to relax and enjoy the remainder of the afternoon, including the return leg of the Hawkesbury 120 ski race, at Governor Phillip Park.



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Post race cont.

Juniors

We encourage all of the Junior entrants to also remain at Windsor, to be part of the presentation, in appreciation for their participation.

Risk warning

Safety on course will be controlled by a number of boats and crews between Sackville and Windsor with two divers and at least one Paramedic on course.

Because of the nature of races like this you are advised that conditions on the course cannot be 100% controlled. And that accidents, injuries, loss of boat, or worse, are a possibility.

More information

For any further information on Top End Sprint, contact:

Nathan Mills
Vice President, NSWHC
0418 45 7788
nmills@ignitedesign.com.au



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General safety checklist for boat owners, before scrutineering

- Cavitation plate in good condition
 - Turnbuckles in good condition and free of undue movement
 - Adjustable cavitation gear, free of flaws and cracks
 - Rudder straight and free of flaws and cracks
 - Steering stops fitted to rudder
 - Safety collar fitted to rudder shaft
 - Cable secure around quadrant, quadrant secure to shaft
 - Steering cable adequately tensioned
 - Cable join(s) double clamped and taped down
 - Cable pulleys in good condition and secure
 - Cable secure on steering column, drum or chain and sprocket in good condition
 - Steering wheel, column, drum or chain and sprocket in good condition
 - Propellor free of flaws and cracks
 - Propellor lock nutted, and/or pinned and tabbed
 - Shaft skeg free of flaws or cracks and secure
 - Propellor shaft coupling in good condition
 - Propellor shaft fitted with safety collar and cover
 - Fuel tank(s) and battery(s) secure
 - Motor and mounts secure
 - Gearbox and mounts secure
 - 'Whirlaway' gearbox fitted
 - GPS unit (Speed restricted classes)
 - Jack shaft adequately retained and covered
 - Fuel lines sound and secure
 - Foot throttle return springs adequate
 - Ignition cut-out switch fitted and operational
 - Paddle secure in boat (optional)
 - Bow rope fitted and secured (optional)
 - Flotation adequate, in-built and/ or secure
 - Driver's & passenger's helmets international Orange or bright yellow in colour and the colour of the Helmet contrasts with the colour of the Boat.
 - Helmet restraints fitted to helmet of a type that restricts movement of the head and secures the Helmet to the body or arms by straps or other means
 - All life jackets must be adequate and in good condition
 - Exhaust silencing equipment - Mufflers or all engine outlets fitted to exhaust system – General Noise limit 105db(A)
 - General condition of boat adequate for racing
 - Remove ski pole
 - Outboard/leg needs working trim gauge where applicable
- Boats fitted with reinforced cockpits*
- Reinforced cockpit complies with APBA rules
 - Boat/driver must have an APBA approved Air System
 - Are the belts / harnesses in good condition
 - Proof of current Cell Test

Top End Sprint - Entry Form

NAME OF EVENT:	Top End Sprint	CLASS:			
DATE OF EVENT:	Sunday 25 th August 2019	BOAT NAME			
SBA REGISTRATION NO:		SBA EXPIRY DATE:			
NAME OF OWNER:		OWNERS CLUB:			
ADDRESS OF OWNER:					
EMAIL					
APBA LICENCE NO:		CONTACT NUMBER:			
ENGINE CAPACITY		BOAT LENGTH Metres			
DRIVER					
NAME OF DRIVER:		DRIVERS CLUB:			
Maritime LICENCE NO:		Maritime EXP DATE:			
APBA LICENCE NO:		CONTACT NUMBER:			
ADDRESS OF DRIVER:					
EMAIL					
NEXT OF KIN		CONTACT NUMBER:			
PASSENGER					
NAME OF PASSENGER:		PASSENGER CLUB:			
APBA LICENCE NO:		CONTACT NUMBER:			
ADDRESS OF PASSENGER:					
EMAIL					
NEXT OF KIN		CONTACT NUMBER:			
TRAILER DRIVER					
TRAILER DRIVER NAME:		CONTACT NUMBER:			
DECLARATION BY OWNER(S): To the NSW Hydroplane Club. I/We _____ being the owner(s) of the above mentioned boat do hereby certify that the specifications of the boats' hull and motor are known to me/us to be in conformity with the Rules and restrictions governing the class of the event entered. I/We will comply with the APBA RACING and SAFETY RULES in their entirety. I/We declare that the above particulars are to my/our knowledge true and correct.					
SIGNATURE OF OWNER(S):		DATE:			
DECLARATION BY DRIVER(S): I/We, the undersigned, understand that the race entered is dangerous and acknowledge and accept entirely at my/our own risk, injury or damage to person or property which may be sustained or incurred as a result of or arising out of my/our participation in the said race or event. I/We further declare that if applicable I/we use at my/our own risk, a Reinforced Cockpit, Deflection Bar(s) or Restraining Belt(s), etc.					
SIGNATURE OF DRIVER :		DATE:			
SIGNATURE OF PASSENGER :		DATE:			
OFFICIAL USE ONLY					
Received By		Date:		Entry Paid	\$ _____
Current Club Memberships Sighted:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Late Entry Fee:	\$ _____	PAID YES <input type="checkbox"/> NO <input type="checkbox"/>



AUSTRALIAN POWER BOAT ASSOCIATION

DAY LICENCE APPLICATION APPLICATION

Form23D

Amended October 2016

Name:					
Address:					
Suburb:				Post Code:	
Phone:		NFP*		Email:	
Date of birth		APBA Affiliated Club:			
SBA Licence Number and Expiry Date:		State of Issue:		APBA Race No (if applicable):	
SBA Registration No and Expiry Date		State of Issue			

This next Section is to be completed ONLY if driver is different to the above

Name:					
Address:					
Suburb:				Post Code:	
Phone:		NFP*		Email:	
Date of birth		APBA Affiliated Club:			
SBA Licence Number and Expiry Date:		State of Issue:		APBA Race No (if applicable):	

CLASS OF LICENCE REQUESTED		<input checked="" type="checkbox"/>
INBOARD DISPLACEMENT	I	
INBOARD HYDROPLANE	I/H	
OUTBOARD (excl Hydroplane)	O	
OUTBOARD HYDROPLANE	O/H	
DRAG	D	

GRADE OF BOAT (one only)	<input checked="" type="checkbox"/>
UNLIMITED	
LIMITED	
RESTRICTED	
DRAG ONLY	

DECLARATION BY APPLICANT

I hereby apply for the issue of an APBA DAY Licence, endorsed for the type and class of boat that I am experienced in driving as indicated by myself on this application.

I acknowledge that this Licence is conditional and that all rules must be complied with as specified in the Club's Driver's Briefing and that I further agree to follow any instructions issued by any Club or APBA Official. I will not do anything that will or may bring power boating into disrepute.

I declare that I am in possession of a current State Boating Licence and/or Registration as required by my State Boating Authority and I acknowledge that this application is conditional on compliance with the applicable State Boating Authority requirements.

I have enclosed the prescribed fee and certify that the particulars given herein are true and correct and I will notify the Association if any change occurs.

SIGNATURE OF APPLICANT:	DATE:

ISSUING CLUB USE ONLY

SIGNATURE of CLUB OFFICIAL	NAME of OFFICIAL (Please print)	OFFICE HELD	CLUB

Name:			
Address:			
Suburb:		Post Code:	
Phone:		Date of birth:	

Have you ever been refused an APBA, CAMS or Pilot Licence, Life Insurance or Defence Forces application

YES NO

BY SIGNING THIS FORM I CERTIFY THAT:

I have no other illnesses, conditions or any other physical or mental condition that would make it dangerous for me or others driving a racing power boat. That I have not been advised by any medical person to refrain from contact sports or activities where physical exertion is required, or from activities where I will be subject to physical abuse.

Should an applicant not be able to confirm any of the below responses, a full APBA Medical Assessment form will be required to be undertaken.

Have you ever suffered from:

		YES	NO			YES	NO
1	Nervous Disorder? (Nerves, Neurasthenia or anxiety attack)			10	Earache or discharge?		
2	Headaches?			11	Surgical operation?		
3	Fits or convulsions, blackouts, fainting or giddiness?			12	Injuries related to Motor Sport?		
4	Asthma or lung disease?			13	Other injuries?		
5	Epilepsy?			14	Other illnesses not mentioned?		
6	Head Injury or concussion?			15	Do you take medication, tablets, or some other form of medication on a regular basis?		
7	Diabetes?						
8	Heart Disease?			16	Do you have any known allergies?		
9	Deafness or noises in the ear?			17	Bleeding disorders?		

IF YES TO ANY OF THE ABOVE, STATE QUESTION No AND GIVE FULL DETAILS HERE

(Attach a separate sheet if insufficient space provided)

DECLARATION: (An applicant making a false declaration is liable to refusal or cancellation of licence)

In case of a dispute, I understand that an APBA appointed Medical Assessor will make the final decision.

I hereby declare that I have not withheld any relevant information or made any misleading statement. Furthermore, I declare that, should any of the above conditions become evident during the currency of this licence, I agree to abstain from exercising the privileges of this licence, and to notify the APBA Medical Assessor and submit myself to a further medical examination, the results of which are to be forwarded to that assessor.

I undertake not to use any drugs, medication or substances that might be considered illegal within a period of 48 hours prior to using my general competition licence, which might have any affect upon my performance, concentration or driving ability. I agree to undertake any drug analysis tests, including for alcohol that may be considered necessary by the APBA.

I hereby give my full authority to the APBA Medical Assessor to obtain the relevant Clinical Records, X-ray and Pathology Reports and from any Medical Officer I have previously attended.

For Female Applicants: I agree to abstain from exercising the privileges of this Licence while in the last six (6) months of pregnancy.

SIGNATURE OF APPLICANT:	DATE:
Print Name	

YOU MUST SIGN ON PAGE 6 AND INITIAL EACH PAGE

LICENCE APPLICATION AND DECLARATION

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING

You apply for a licence to participate in the PB Activities and/or for membership of the State Council in which you ordinarily reside. In consideration of your licence and/or membership application being accepted, you and/or the owner(s) of the PB agree to the terms and conditions below.

Definitions

1) In this licence and/or membership application and declaration:

Affiliated Club means any power boat club hosting PB Activities.

APBA means the Australian Power Boat Association (ACN 000 991 775).

PB means power boat or power boating.

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any PB Activities, but does not include:

- a. a claim against APBA by any person expressly entitled to make a claim under an APBA insurance policy; or
- b. a claim against APBA under any right expressly conferred by its Constitution or regulations.

PB Activities mean performing or participating in any capacity in any authorised, sanctioned or recognised PB Organisation activity during the current APBA membership year.

PB Organisations mean and include APBA, the State Councils and the Affiliated Club and where the context so permits, their respective directors, officers, members, servants or agents, including scrutineers.

State Councils mean each of the NSW Australian Power Boat Association (ABN 20 741 105 932); Australian Powerboat Association Victorian Council Inc. (ABN 95 096 248 836); South Australian Council of the Australian Power Boat Association Incorporated (ABN 83 279 401 512); Australian Power Boat Association Queensland State Council Inc. (ABN 15 708 765 790); Australian Power Boat Association - Tasmanian Council (ABN 82 539 622 339); and WA Council of the Australian Power Boat Association (ABN 43 973 912 710).

You refers to one or all of the following as relevant:

- a. the applicant for the licence to participate in the PB Activities; and/or
- b. the owner or owners of the PB; and
- c. where one or more of the above persons are under the age of 18 at the time of lodging this application, both the under 18 applicant(s) and their parent/guardian signatory at the execution clause.

Rules of participation

- 2) This application and declaration and any other terms and conditions for the PB Activities comprise a contract between you and the PB Organisations, which is necessary and reasonable for promoting and conducting the PB Activities.
- 3) You acknowledge this application will be accepted upon notification to you by the PB Organisations and you acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by the PB Organisations with respect to the conduct and management of the PB Activities, including but not limited to competition rules and all relevant rules, regulations, policies and codes of conduct of the PB Organisations, as amended from time to time. You agree that you will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of the PB Organisations. You agree that you will follow any rules and/or directions set by APBA or any relevant State Council or Affiliated Club in connection with the PB Activities and understand that if you fail to comply with any such rules or directions you will not be permitted to participate or to continue to participate in the PB Activities and no refund will be given.
- 4) You agree and certify that the specifications of the boat's hull and motor(s) conform with the rules and restrictions governing the class of event you are entering in the PB Activities.

Risk Warning

- 5) Participation in the recreational activities supplied by the PB Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, extreme weather and water conditions, loss of control of the boat, collisions with objects, mechanical failure and/or other boats and equipment on the boat causing injury. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.
- 6) By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by the PB Organisations may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002* (NSW), *Civil Liability Act 2002* (Tas) and the *Civil Liability Act 2002* (WA).

Waiver

- 7) A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).
- 8) By agreeing to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below and in Schedule 1 to this application.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

- 9) By agreeing to these terms and conditions, you agree that the liability of the PB Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
 - d. death;
 - e. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - f. the contraction, aggravation or acceleration of a disease;
 - g. 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 you or the community; or
 - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you resulting from the supply of recreational services or recreational activities,is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Release and indemnity

- 10) In consideration of the PB Organisations accepting this application, to the extent permitted by law, you:
 - a. release and will release the PB Organisations from all Claims that you may have or may have had but for this release arising from or in connection with your participation

Initial (Driver)

- in the PB Activities;
- b. release and indemnify any scrutineer utilised by a PB Organisation prior to your participation in the PB Activities from all Claims that you may have or may have had but for this release arising from or in connection with your participation in the PB Activities, or the relevant scrutineer scrutineering your boat;
 - c. release and indemnify the PB Organisations against any Claim which may be made by you or on the your behalf, for or in respect of or arising out of your death whether caused by the negligence or breach of contract by any PB Organisation or in any other manner whatsoever; and
 - d. indemnify and will keep indemnified the PB Organisations to the extent permitted by law in respect of any Claim by any person:
 - (i) arising as a result of or in connection with your participation in any PB Activities; or
 - (ii) against any PB Organisation in respect of any injury, loss or damage arising out of or in connection with your failure to comply with PB Organisation rules and/or directions,
 save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of a PB Organisation.

Bar to Proceedings

- 11) You acknowledge that the PB Organisations may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you commence proceedings against any PB Organisation, you:
 - a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - b. waive any right to object to the exercise of such jurisdiction;
 - c. will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by any PB Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by any PB Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
 - d. will pay the costs of any application made by any PB Organisation under paragraph 11(c) and will consent to any application for security of costs made at any time by any PB Organisation; and
 - e. consent to paying any PB Organisation's legal defence costs of the proceedings (on a solicitor client basis) where any PB Organisation successfully defends the proceedings.

Insurance

- 12) You understand that any insurance held by the PB Organisations may not cover you for all injury, loss or damage sustained and you acknowledge that the PB Organisations do not make any representations about the suitability of any insurance. You also understand you can, in your own interests and at your own expense, seek and obtain personal insurances over and above any cover that may be provided by the PB Organisations. For the avoidance of doubt, the PB Organisations do not hold personal accident insurance.

Fitness to Participate

- 13) You declare that you are medically and physically fit and able to participate in the PB Activities. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify the PB Organisations in writing of any change to your medical condition, fitness and ability to participate. You understand and accept that the PB Organisations will continue to rely upon this declaration as evidence of your fitness and ability to participate in the PB Activities. You will report to the relevant PB Organisations any accidents, injuries, loss or damage suffered by you during the PB Activities before you leave any relevant venue.

Medical Treatment

- 14) You consent to receiving any medical treatment that a PB Organisation reasonably considers necessary or desirable for you during participation in the PB Activities. You also agree to reimburse the relevant PB Organisation for any costs or expenses incurred in providing you with medical treatment.

Exclusion of Applicant

- 15) You warrant that you are not currently excluded from PB Activities by a medical practitioner or any person or entity including but not limited to APBA and its constituent State Councils and Affiliated Clubs. You acknowledge and agree that the PB Organisations may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to you undertaking the PB Activities.

Safety

- 16) You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during the PB Activities, and that the presence of alcohol or any mind-altering substance is strictly prohibited whilst participating in the PB Activities. You accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

Prevailing conditions

- 17) The PB Activities and the conduct of, and participation in it may be affected by weather and associated conditions. Given there is often an element of "luck of the prevailing conditions" in participating in PB Activities you acknowledge and agree organisers cannot control the weather and associated conditions. You accept that in the event of extreme weather conditions the PB Organisation reserves the right to alter the format of, shorten, or cancel the PB Activities in the interest of competitor safety. You acknowledge that the PB Organisation will use all reasonable efforts to conduct the PB Activities in the planned format if safe to do so. Should prevailing weather conditions force any change you accept that the PB Organisation is not obliged to provide you with any refund, or provide a credit or transfer you to another PB Activity, or to restage the PB Activities, as weather and associated conditions are beyond the control of the PB Organisations.

Right to Use Image

- 18) You acknowledge and consent to photographs and electronic images being taken of you during your participation in the PB Activities. You acknowledge and agree that such photographs and electronic images are owned by the PB Organisations and that the PB Organisations may use the photographs for promotional or other purposes without your further consent being necessary. Further, you consent to the PB Organisations using your name, image, likeness and performance in the PB Activities, at any time, by any form of media, to promote PB Activities or PB Organisations.

Non transferable

- 19) A right to participate in the PB Activities is non-transferable to other activities or people. Any attempt to transfer to another person without the knowledge of the PB Organisation may result in the cancellation of any rights granted by the PB Organisation without refund and you may not be permitted to participate in further PB Activities. You accept that fees paid for participation in the PB Activities are non-refundable.

Entire Agreement

- 20) This application and declaration (and the documents to which it refers, including any scrutineering forms) constitutes the entire agreement between the parties in respect of the PB Activities and supersedes all other agreements, understandings, representations and negotiations in relation to the PB Activities and membership.

Severance

- 21) If any provision of this application and declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this application and declaration or affect the validity or enforceability of it in any other jurisdiction.

Governing Law

- 22) The governing law of this application and declaration is the law of the state of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

Warranty

- 23) You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you do amend it this application and declaration may be null and void and cannot be accepted by the PB Organisation.

SCHEDULE 1

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia) applies:

By agreeing to these terms and conditions, you agree that the liability of the PB Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) or *Civil Liability Act 2002* (WA), as applicable) for any:

- (a) death;

Initial (Driver)

- (b) 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 you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,
 is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

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 suppliers named on this form, the PB Organisations, are required to ensure that the recreational services supplied to you: are rendered with due care and skill; and

- (a) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (b) 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 agree to this application and declaration, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* 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 application and declaration.

Note: The change to your rights, as set out in this application and declaration, 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 (Vic)* and section 22(3) (b) of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to this application and declaration, you agree that the liability of the relevant PB Organisations for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in the ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this application and declaration, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of the PB Organisations flowing from them, are expressly excluded to the extent possible by law, by this application and declaration. To the extent of any liability arising, the liability of the relevant PB Organisations will, at the discretion of APBA, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

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) a statutory guarantee that those services will be rendered with due care and skill; and
- (b) 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
- (c) 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 agree to this application and declaration, 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 agreeing to this application and declaration. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by agreeing to this application and declaration. Even if you agree to this application and declaration, 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: You agree that the liability of the PB Organisations for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded.

Definitions:

"Recreational services" are services that consist of participation in 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.

"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

For recreational services or activities provided in the Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By agreeing to this application and declaration, you agree that the provisions of Part 3.2, Division 1, sub-division B of the *Australian Consumer Law (NT)* do not apply to the services provided to you, and the PB Organisations incur no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By agreeing to this application and declaration, you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

Initial (Driver)

SIGNATURE CLAUSE

By signing below, you declare that you have read, understood, acknowledge and agree to the terms and conditions of this licence application and declaration including the exclusion of implied terms, warning, assumption of risk, release and indemnity. By signing below, you agree that if your entry for the PB Activities is accepted, you will be bound by these terms and conditions.

Name (Driver): _____ Signature: _____ *** Date: _____

***** Where a driver is under 18 years this application and declaration must also be signed by the applicant's parent or legal guardian.**

I _____ [insert name] of _____

_____ [insert address] am the parent or guardian of the applicant. I authorise and consent to the applicant participating in the PB Activities. In consideration of the applicant's application for the PB Activities being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this application and declaration. In addition, I agree to be bound by and to comply with any regulations or policies in relation to the PB Activities.

Name (Parent): _____ Signature: _____ *** Date: _____

Initial (Driver)