



Media Accreditation Application (Part B)

HISTORIC QUEENSLAND Race Meeting

17th to 19th September, 2021
Morgan Park Raceway, Warwick

1. Media accreditation is available for this event in accordance with **Part A** of the **HRCC Media Accreditation Policy**.
2. Applications will only be accepted on this form and must be submitted via email at least 2 weeks prior to the event.
3. Complete **Sections 1 to 8** of this form (Part B) and submit to HRCC via email with all requested documents to - info@hrcc.org.au

Section 1 - Applicant

In making this application I note, acknowledge and agree to the conditions and/or requirements of the HRCCQ Media Accreditation Policy identified in Part A of this document.

| | |
|---------------------------|--------------------|
| First Name: | Last Name: |
| Street Address: | Suburb: |
| State: | Postcode: |
| Mobile #: | Landline #: |
| Email: | |
| Emergency Contact: | Contact #: |

Section 2 - Who is the Media Organisation you are representing?

| | | | |
|--|-------------------------------------|-----------------------------------|------------------------------------|
| Type of media: | <input type="checkbox"/> Online/Web | <input type="checkbox"/> Magazine | <input type="checkbox"/> Newspaper |
| | <input type="checkbox"/> Radio | <input type="checkbox"/> TV | |
| Name of Media Organisation: | | | |
| Editors Name: | | | |
| Contact Address: | | | |
| Mobile #: | | | |
| In what working capacity will you be attending this event? (ie. Photographer, Journalist etc) | | | |
| Where will the content you capture from this event be published? (ie magazine, web address, tv programme) | | | |

Section 3 - Motorsport Australia Accreditation

Do you hold current Motorsport Australia Media Accreditation? Yes No

List your Motorsports Australia media accreditation card number here -

You are required to include a scanned copy of your Motorsport Australia Media Accreditation Card with this application

If you are NOT Motorsports Australia media accredited, you are required to provide evidence in the form of a letter written in English, from the applicants insurer or insurance broker confirming that you have, or are currently insured for public liability covering your actions at this event to the minimum value of AU\$10 million per claim that could arise during this event being applied for.

Section 4 - Proof of Identity

Which of the following 'proof of identity' documents will you present and/or carry on your person when you attend the event? (All applicants must provide proof of identity.)

Australian Drivers Licence Licence No.

Passport Passport No.

18+ Card Card No.

Section 5 - Attendance

Which days will you be attending this event?

Saturday Sunday

Section 6 - Past Work

You are required to supply a copy or provide other evidence of recent published work which covers Historic Motorsport with this application

Have you worked at a HRCC event previously? Yes No

Have you worked at Morgan Park Raceway previously? Yes No

Which publications has your previous work been published?

Section 7 - Environmental, Health & Safety Policy

Applicants must provide a copy of their current Environmental, Health & Safety Policy

Have you included a copy of your EH&S Policy with this application? Yes No

Section 8 - EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

In exchange for being able to attend or participate in this event (and as a condition of this Accreditation), I agree:

- to release Motorsport Australia and Australian Motor Sport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for my death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from my participation in or attendance at the event, except to the extent prohibited by law;
- that Motorsport Australia and the Associated Entities do not make any warranty, implied or express, that the event services 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 or participate in the event at my own risk.

I acknowledge that:

- the risks associated with attending or participating in the event include 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;
 - 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 the safety of persons or property at the event.
- motor sport is dangerous and that accidents causing harm can and do happen and may happen to me.
- I accept the conditions of, and acknowledge the risks arising from, attending or participating in event and being provided with the event services by Motorsport Australia and the Associated Entities.
- I understand that this disclaimer is not intended to exclude any valid claim I may have under the Motorsport Australia Personal Insurance Scheme.
- I acknowledge that it is a requirement that media personnel follow directions of officials.
- Note: Officials have been briefed to report any incidence of media not complying with their directions and your media status may be revoked at any time if it is evident that this requirement has not been complied with.
- You are reminded that the officials are volunteers, and any reports of inappropriate behaviour towards officials will not be tolerated.
- **I have read and understand the requirements of Historic Racing Car Club (Qld) Inc MEDIA ACCREDITATION POLICY (available from <http://www.hrcc.org.au>)**

Signed:

Date:

In making this application you agree, if requested by HRCC, to supply high quality content to HRCC, at no cost, for use to report on and promote club activities. You will be accredited for your work.

**Email this application form with supporting documents to -
info@hrcc.org.au**

This section for HRCC use only

Application approved?

Signed:

Date:

Print Name:

Notes:

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 agree:

- 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**;
 - 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,howsoever 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, pit crew, delegates, licence holders, representatives, 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, CO-DRIVER OR NAVIGATOR

MOTORSPORT AUSTRALIA LICENCE NO.

I, the above, 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 pit/service crew member Yes

Officials

Please indicate if you are an official Yes

MOTORSPORT AUSTRALIA OFFICIALS LICENCE NO.

As a Motorsport Australia Official I agree to the Motorsport Australia Official's Code of Conduct.

COVID-19 Declaration

I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days; and
- have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

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

—

—

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.

SIGN HERE