

Mudbash 2021 Terms and Conditions

General

- Chairman's decision is final
- No glass is allowed at the park. Glass inspections of cars and trailers will occur upon entry, have coolers and storage ready for examination when entering park. If Glass is found in campsite this will be at the reported to the duty chair and penalties will apply at the Chairman's discretion.
- Vehicles to adhere to the walking pace speed limit of 10 kph at all times.
- Only official vehicles (marked by 'Site Pass') will be permitted to move around site on the weekend.
- Private vehicle movement, other than during unpacking of campsite, is not permitted without express permission of the Duty Chairman.

Ticketing Terms and Conditions

- It is your responsibility to ensure your information is accurate.
- Providing false information may result in refusal of entry or removal from the site, you will not be eligible for a refund.
- Tickets bought at the Gate may need to be paid for with cash. While credit and debit cards are supported by our front gate system, internet outage may limit this functionality.
- Refunds will be given at the discretion of the Chairman.
- Partial Refunds may be given to participants that don't attend the whole event, with special consideration, at the Chairman's discretion.

Alcohol

- As per the NRC guidelines, Alcohol consumption will be restricted to between 4pm and 1am on site.
- No Alcohol Consumption will be allowed during Open Day: between 1am-5pm on Sunday.

Noise / Rubbish

- All generators and music must cease by 11:59 due to EPA requirements (stage excepted)
- Removal or burning of wood collected from Mafeking Rover Park is prohibited.
- Please use recycling bins provided in public areas.
Please take your bulk rubbish home.

Participant Responsibilities

- You agree to adhere to "Participant Responsibilities" as per the Mudbash Emergency Management Plan.
- These are available in the HQ Hall, these cover issues for a number of items listed in part below.

Committee Team

- The Mudbash Committee is here to promote and run a safe event for all those involved including competitors, spectators, the public and Scouting members.
- Please help us with this by following advice from the committee and respecting any area restrictions etc.

- All Crew leaders are asked to help the organisers with providing a safe event by being; proactive in response to issues, responsible for their crew and willing to ask for help when needed
- All Crews are responsible for their own conduct and that of their guests. As members of the Scout Association, our behaviour is to be in line with the values of scouting and roving.
- No fireworks, megaphones, explosives, laser pointer or other pyrotechnics are allowed. People caught will be referred to the appropriate authorities. (Authorised displays exempt)

Crew Leader's and Region Chairman's Meeting will be held: Behind HQ, Friday Night at 9.30pm

Generators

Generators are permitted at Mudbash, however the following rules apply:

- Fuel sources must be at least 5 metres from any operating generator.
- Crews using generators must have a minimum of a 9kg Dry Chemical (Class ABE) extinguisher available.

Electrical

- Equipment used at Mudbash must be tagged and checked by a qualified electrician or "test and tagger".
- Spot checks may occur and confiscation of potentially unsafe equipment will occur to be returned at the conclusion of the event.

Drones

- Operation of drones is not permitted.

Fires

- Fires must be only lit in fire drums and be at least 300mm off the ground.
- Fire must have at least 7 metres clearance from any combustible materials.
- Fires must have an appropriate amount of water nearby for rapid deployment to be used in the case of an out of control fire. (An example could be two fire buckets, providing a total of 20L of water for this purpose)
- Fires must be of a size safe for warmth, fires that are too large to be effectively controlled may be put out.
- Fires considered a risk shall be extinguished by the committee (or other authorised member).

Welfare

- Crew Leaders are responsible for the welfare of all members of their Crew, including guests.
- Only members over the age of 18 are to attend Mudbash.
- Look out for your fellow Rovers, Crew members and guests.
- All members on site must be associated to a Crew.
- In the event the usual Crew Leader is not in attendance, one must be appointed by the Crew.

- First Aid is located next to the training centre

Emergencies

- In the case of an emergency, Crew Leaders are to gather all of their members and account for them.
- Further instructions will be provided by the Mudbash Committee through Public Address Announcements.
- Crew Leaders are responsible for all members of their Crew, including guests.

Front Gate Duty

- Crew Leaders are responsible for ensuring that their crews attend their rostered shift. Appropriate behaviour and completion of tasks at gate duty is essential to the running of the event.

Motorsport

- Competitor vehicles will only be unloaded and loaded from trailers/trucks in the pits area. All trailers must be kept in the trailer park for the duration of the event.
- Competitor vehicles are not to enter camping or HQ areas.
- One service vehicle per competing Crew (not entry) in the pits, all other vehicles to be stored in car park for the duration of the event.
- No drinking or smoking in Pit Areas. Access to Pits will be restricted as required.
- All waste oil from pits to be removed or placed in storage drum.

Hot Works and Fuel

- Applies to crews working on vehicles in the pits.
- All hot works (grinding, welding etc.) are to occur in the Hot Works Shed.
- Vehicles may only be refuelled in the marked refuelling area of the pits.

RISK WARNING AND ASSUMPTION OF RISK

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 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 Motor Sport 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 Motor Sport 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;
- to be bound to the rules, regulations and policies of the Entities; 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 Motorsport Australia and the Entities as the supplier of 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 Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - Motorsport Australia 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 Motorsport Australia 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 Motorsport Australia 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: 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.