

# BALLARAT **SUPATILT** VALLEY STAGES

## Spectator Guide



This guide contains 4 numbered pages (at the top of each page) and a Risk Warning, Disclaimer and Indemnity form from Motorsport Australia on the last page.

**Important Phone Numbers**

Service	Phone Number
Fire	000
Ambulance	000
Police	000 or Yarra Glen Police Station Direct (03) 9730 1296
Rally HQ Emergency Only	0400 543 047
Rally HQ General Info	0411 390 815 / 0418 492 154
Maroondah Hospital	1300 342 255
Lilydale Medical Clinic	(03) 9739 6111
Lilydale Medical Centre	(03) 9735 7777
Lilydale Main Street Pharmacy	(03) 9739 3800

**Running Schedule - Saturday 23<sup>rd</sup> September 2023**

Info	Dist. from Rally HQ	First Car Due	Your Car Due
<b>Rally Start</b> Yarra Glen Racecourse, Armstrong Grove, Yarra Glen, 3775	0.00km	9:00 AM	
<b>Spectator Point 1 - SS2</b> Spraggs Road, Toolangi, 3777	23.24km	9:50 AM	
<b>Service Park</b> Yarra Glen Racecourse, Armstrong Grove, Yarra Glen, 3777	0.00km	12:15 PM	
<b>Spectator Point 2 - SS7</b> Spraggs Road, Toolangi, 3777	23.24km	1:40 PM	
<b>Rally Finish</b> Yarra Glen Racecourse, Armstrong Grove, Yarra Glen, 3775	N/A	4:05 PM	



Tractor Implements  
1300 4 HAYES  
www.hayesproducts.com.au



**THE DOs & DON'Ts OF SPECTATING****(Please read)**

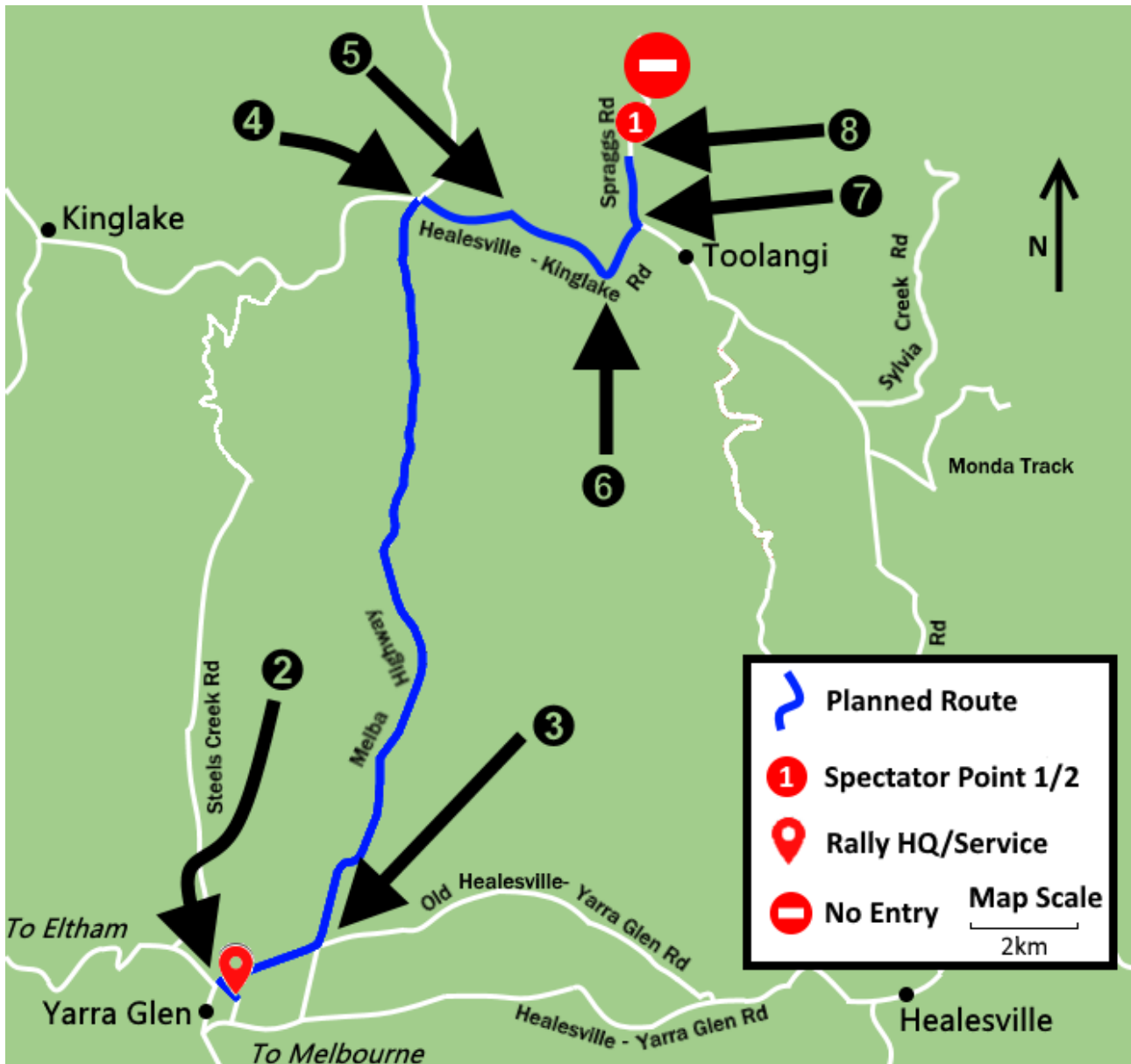
1. Cars under competition conditions can lose control and leave the defined road at any time. Do not stand in any areas which are not authorised, or which are contrary to the advice of the organisers and officials/marshals.
2. Be prepared. Weather wise, bring hats, ground cover, sun screen and protection in case of rain or cold weather. Food and drink outlets may be provided at the Public View Point (refer to public instructions), but if not, ensure you have some of your own food and drinks available.
3. Park your car sensibly so that it will not obstruct emergency vehicles, competitors, service crews or other members of the public. In all cases obey parking instructions given by supervising officials. It is usually best to park your car facing the way out.
4. Do not try to emulate drivers. Remember that if you give cause for complaint it will reflect badly on the event and the sport as a whole. Drive carefully both to and from Public Viewing Areas and be ready to give way if necessary, on narrow stretches of road.
5. Please do not take dogs or young children to Public View Points. If you have to, make sure they are completely under your control and please make sure that animals and children do not get in the way of competing cars or mechanics or officials when they are working.
6. Do not light fires (unless otherwise permitted to do so in a safe environment) or smoke in the Public View Points. Do not smoke near a car that is being serviced or refuelled.
7. At all times keep clear of controls, including from the timing marker to the control area. If control officials ask you to move, please help them by doing so - remember they have a job to do which can be difficult enough as it is. If you do want to see a control point in action, remember to stand well back from the control area.
8. Take your entire litter home with you - it is handy to have a bag or carton in your boot. Litter left at Public View Points reflects badly on the event.
9. At service points do not crowd mechanics when they are working. They would not appreciate it. Neither will you if someone drops a wheel or a sump guard on your foot!

**PUBLIC INSTRUCTIONS****(Please Read)**

1. Public are directed to view the cars whilst standing within the markers indicating the limits of the controlled public area - viewing outside those areas indicated is prohibited.
2. Public must not stand in prohibited areas and must at all times stand behind the bunting/tape or barriers which mark the public area.
3. The instructions of the Spectator Marshals must be obeyed. The Spectator Marshal has the power to have a stage postponed until the Public View Point is controlled to their satisfaction.
4. It is prohibited to ignore the public instructions and find your own way around. Not only is there a danger of meeting up with an oncoming vehicle, but many roads have wash-away, collapsed bridges, etc. which are potentially hazardous for the driver. The main public route has been surveyed and is safe.

Rally HQ to Spectator Point 1 & 2- First Car Due 9:50AM / 1:40PM

Spectator Point 1 & 2 is located at Spraggs Road, Toolangi, 3777.



**Important:**

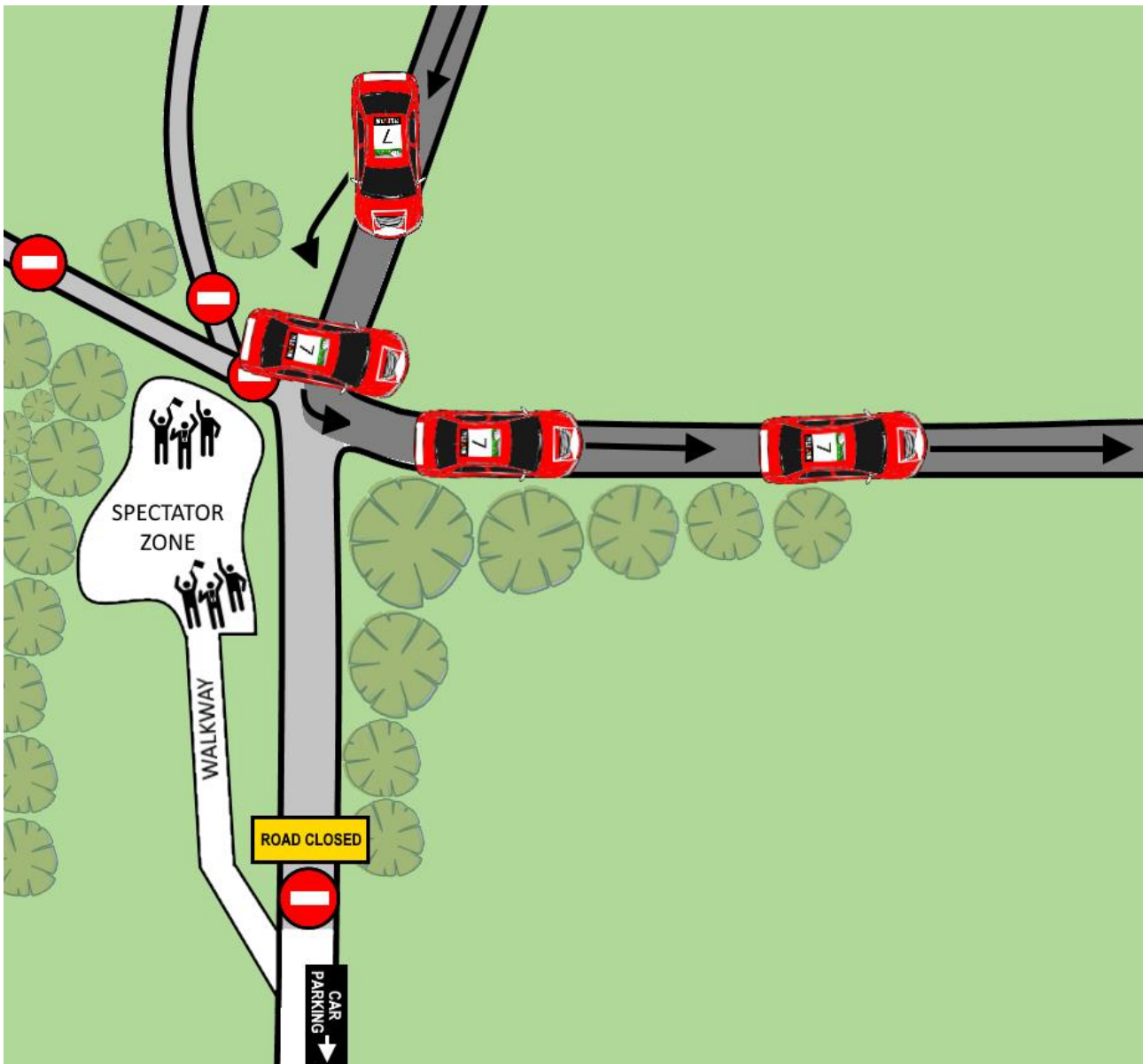
Please respect the local residents, properties and the environment. Park only in the designated areas and use only the bunted areas to spectate.

Ref	Total	Inter.	Description	QR Code (Google Maps Directions)
1	0.00	0.00	From Yarra Glen Race Course, turn right onto Armstrong Grove and head northwest to Melba Highway 50km/h Speed Limit	<p>(Image is clickable when viewed on phone or PC)</p>
2	0.40	0.40	TR onto Melba Highway 60km/h Speed Limit	
3	2.27	1.87	TL at roundabout Continue on Melba Highway towards Yea	
4	16.72	14.45	TR towards Toolangi (Healesville-Kinglake Rd)	
5	18.49	1.77	KR on MR (Healesville-Kinglake Rd)	
6	20.62	2.13	KL on MR (Healesville-Kinglake Rd)	
7	21.54	0.92	TL onto Spraggs Road, heading to "Toolangi Camp", 80m KL, Start 60km/h Speed Limit, ! CAUTION 2 WAY SPECTATOR TRAFFIC	
8	23.24	1.70	PERFORM A U TURN THEN PARK ON LEFT SIDE OF ROADWAY Follow all official directions when parking <b>! IMPORTANT !</b> KEEP ROADWAY WELL CLEAR FOR ALL TRAFFIC AND EMERGENCY VEHICLES	

When returning to service, ! CAUTION 2 WAY SPECTATOR TRAFFIC until Main Road (Healesville-Kinglake Road)

Rally HQ to Spectator Point 2 & 3- First Car Due 9:50AM / 1:40PM

Spectator Point 2 & 3 is located at Spraggs Road, Toolangi, 3777.



About this spectator point:

- Cars approach at speed on bitumen over a crest where the road goes left
- The cars will then turn left off the bitumen road on to a gravel road that is very hard to see when approaching at speed
- We've used this spectator point for a few years, check out the action from previous years in this video: <https://www.youtube.com/watch?v=sk19c8kbVtg>
- Please ensure you follow directions from officials and stay safe

# Risk Warning, Disclaimer And Indemnity



**Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death. If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.**

## Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are **not limited** to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

## Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, **I will and agree to:**

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - my **death**;
  - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
  - the contraction, aggravation or acceleration of a **disease** including but not only COVID-19;
  - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**: that is or may be harmful or disadvantageous to me or the community; or
  - that may result in harm or disadvantage to me or the community,
  - any claim for any costs and expenses I may incur as a consequence of any of the above; arising from my participation in or attendance at the Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motorsport Activities at my own risk.

## I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

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

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

## Warning Applicable in Relation to Motorsport Activities Held in Victoria

### Warning Under The Australian Consumer Law and Fair Trading Act 2012:

Under **The Australian Consumer Law (Victoria)**, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**Note:** I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part.

"Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

## Warning Applicable in Relation to Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

## Excluding, Restricting or Modifying My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

## Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

## Agreement to exclude, restrict or modify my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

## Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, 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. 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.