



# Provisional Regulations

as at 20 October 2005

## Article 1 ORGANISATION

- 1.1 La Aventura Panamericana 2006 will be an Adventure Drive, to be run provisionally between 7 November and 7 December 2006. It will be a long distance touring event for 4x4s, vintage and classic cars, and selected other vehicles, organised by HERO 4x4xplore (the HERO 4x4 Explorers Club, an offshoot of HERO - the Historic Endurance Rallying Organisation).
- 1.2 La Aventura Panamericana 2006 4x4 Adventure Drive will be run under the following Regulations, Terms and Conditions, and such amendments and further instructions as may be issued from time to time. In signing the entry form, participants agree to be bound by all such Regulations, Terms, Conditions and instructions.
- 1.3 **IMPORTANT NOTE: this event is potentially dangerous. It passes through areas and uses roads which may be hazardous. It is expressly organised to present a challenge to participants, and to test among other things their stamina, initiative, self-reliance and resourcefulness. Participants should not enter unless they accept that there is an element of risk to themselves and their vehicle.**
- 1.4 The onus is on participants to drive carefully and safely at all times, and to comply with the laws of each region and country through which the event passes.
- 1.5 The Organisers accept no responsibility whatsoever for any accident or injury befalling participants, and are not bound to provide rescue or assistance of any kind. All participants will be required to sign the indemnity printed on the entry form.
- 1.6 The following officials have been appointed to date:

<i>Event Director</i>	<i>John Brown</i>
<i>Deputy Event Director</i>	<i>Joanna Brown</i>
<i>Event HQ</i>	<i>Ursula Harris</i>
<i>Accommodation Coordinator</i>	<i>James Walker</i>
<i>Chief Medical Officer</i>	<i>Dr Greg Williams</i>
<i>Mechanical Support</i>	<i>Tim 'Jingers' Riley</i>
<i>Medical &amp; Mechanical Support</i>	<i>Mike Johnson</i>

Other officials will be nominated later.

- 1.7 Participants must conduct themselves courteously and respectfully towards each other, the Organisers and the people of the countries through which the event passes, and comply with reasonable requests from the Organisers. The Event Director may expel from the event, with no refund of fees paid, any participant guilty of dishonest, violent or abusive behaviour; or impose such lesser sanction as he sees fit.

## Article 2 OUTLINE OF THE EVENT

- 2.1 La Aventura Panamericana is not designed as a trial of speed or of off-roading capability, but as an enjoyable long-distance touring event which nevertheless offers a sporting challenge by testing the reliability of the vehicle over substantial distances, and the ability of the crew to cope with a long overland journey and with occasional rough and difficult road conditions.
- 2.2 The event will be run over a period of approximately 32 days, including four rest days. Participants will cover approximately 11,000 km (7,000 miles).
- 2.3 The route will be divided into approximately 26 Legs: one per day on the road. These will be mostly of between five and ten hours, but some will be shorter and a few will be longer, up to 12 hours or more.
- 2.4 During the event, the Organisers may hold briefing sessions which all participants will be required to attend, as important information may be given.
- 2.5 Apart from a specified departure time at the Start, and the opening and closing times of other controls, the event is untimed, and there is no system of lateness penalties.
- 2.6 The Adventure Drive is run for the shared enjoyment of all participants. Although its length and the nature of some of the terrain make it a genuine challenge, it is a sporting and friendly event, whose object is to provide pleasure and companionship. Participants are expected at all times to show friendship, tolerance, helpfulness and good humour towards each other, and towards officials, other road users and the public.
- 2.7 The itinerary as published to date is subject to amendment, and the Organisers cannot guarantee that the event will adhere to the time schedule or visit all the locations shown.

## Article 3 ELIGIBLE VEHICLES, EQUIPMENT

- 3.1 The Adventure Drive is open to any classic car or 4x4 vehicle which complies with these Regulations. "Classic cars" are defined as vehicles made before 1980. The Organisers reserve the right to allow other kinds of vehicle to take part.
- 3.2 All vehicles must be in a suitable condition, and adequately prepared to cope with the demands of the event. Most good modern 4x4s should be able to cope without major modification, but heavy duty springs and shock absorbers are recommended. A list of compulsory and recommended special equipment will be sent to all participants.

- 3.3 Vehicles must be of good clean appearance and in proper and safe running condition. All vehicles will be checked at Vehicle Inspection prior to the event for compliance with these Regulations and for general appearance and safety. Vehicles found not to be eligible, or to be in unsuitable or unsafe condition, will not be allowed to start. This check is not however a comprehensive safety inspection, and the Organisers accept no responsibility for warranting or ensuring that all participating vehicles are in a safe or legal condition; the onus for this lies entirely upon the First Driver. No refund of entry fee or of other expenses will be made to any participant whose vehicle is not allowed to start.
- 3.4 The onus is on participants to ensure that their vehicle complies with the legal requirements of the countries along the route. The Organisers will provide guidance on these, but cannot accept liability for any failure to inform participants of particular regulations.
- 3.5 Publicity and advertising material, other than that provided by the Organisers, may be carried on participating vehicles provided a permit has been obtained from the Organisers. For this, participants will be required to submit an application to the Organisers together with photographs or sketches. The Organisers reserve the right to charge a permit fee, depending on the nature of the publicity and the sponsor. This fee will normally be waived for publicity linked to charitable fund-raising by the competitor concerned, or for the sponsorship of bona fide private entrants.
- 4.5 All crew members will be required to wear at all times during the running of the event, a lanyard identity badge, supplied by the Organisers.
- 4.6 At all times at least one member of each crew must be in possession of a first aid certificate, or some other formal medical qualification.

## **Article 5 ENTRIES, ACCOMMODATION**

- 5.1 Applications for entry must be made on the official Entry Application Form, which must be signed by the First Driver, and other crew members if possible. The entry list will be limited to 35 vehicles.
- 5.2 The entry fee will be GBP 20,000 for a crew of two plus GBP 6,500 for each extra crew member. This includes
- hotel accommodation in shared room
  - breakfast and evening meal each day
  - pre-start welcome party and dinner
  - finish celebration party and dinner
  - personal accident and medical insurance package
  - detailed Road Book including maps
  - rally plates and side panels
  - event clothing
  - mechanical back up
  - medical back up
  - a souvenir for all finishers
  - life membership for each crew member of the 4x4 Explorers' Club and of HERO - the Historic Endurance Rallying Organisation
- 5.3 Shipping will not be included in the basic entry fee, but our shippers will offer an inclusive package at a competitive price both to the start and home from the finish of the event.
- 5.4 At some overnight halts, more than one hotel may be used. Although the Organisers have done their best to find establishments of similar quality, some differences of standard may be perceived. The Organisers will endeavour to provide a fair balance for all competitors, taking account of the date of entry. No claims for differential treatment will be entertained. Participants who for whatever reason use accommodation other than that reserved for them for that night by the Organisers do so at their own expense.
- 5.5 A supplement of GBP 5,000 per crew of two will be payable for single room occupancy. In some overnight halts it may not be possible to source single rooms. In this instance a partial refund of the single room supplement will be made to affected crews.
- 5.6 In the case of significant changes to the route or of other unforeseen contingencies, the Organisers reserve the right to increase the entry fee by up to 7.5%. By the fact of applying to enter the event, competitors undertake to pay such supplements.
- 5.7 The closing date for entries is 31 July 2006, although the Organisers reserve the right to accept late entries.
- 5.8 The first named driver on the entry form undertakes to pay the full amount of the entry fee in accordance with the Regulations and in default the other signatories shall be jointly and severally liable.
- 4.1 Those carried in a participating vehicle are collectively termed its crew. The Adventure Drive is open to crews of two or more, up to the seating capacity of the vehicle; seat belts must be worn by all crew members. At least two members of the crew at any one time must be nominated as drivers, and be licensed and insured to drive the vehicle in the countries visited along the route. Nominated drivers must be at least 18 years old.
- 4.2 A crew may contain a maximum of two children of between 11 and 17 years, provided that at least one crew member aged 25 or over is either their parent or legal guardian, or has undertaken in writing to act in loco parentis during the event. In the latter case, a letter of consent from each child's parent or guardian must be produced. Participants considering bringing children are reminded the event is hazardous and that the Organisers accept no responsibility for them.
- 4.3 Each vehicle's entry must be made by its First Driver, who is in charge of the vehicle and must remain with it throughout the event. The First Driver is responsible for ensuring that the vehicle and its crew comply with the event Regulations at all times; and is liable for the entry fee and all other payments due to the Organisers, to public authorities and to hotels and suppliers along the route.
- 4.4 Other crew members may travel for part of the event only, so long as there are at least two drivers at all times. The First Driver must notify the Organisers by 1 September 2006 of all intended changeovers of crew members. An administrative charge will be payable for each crew changeover. Every person who is to drive the vehicle during the event must be shown on the vehicle documents such as insurance certificate etc.

- 5.9 The entry fee may be paid in instalments, due as follows:
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|---------------------|---------------------|
| By 20 December 2005 | GBP 5,000           |
| By 28 February 2006 | a further GBP 5,000 |
| (Total now due      | GBP 10,000)         |
| By 30 June 2006     | a further GBP 5,000 |
| (Total now due      | GBP 15,000)         |
| By 31 August 2006   | balance of full fee |
- 5.10 The Entry Application Form must be accompanied by the full sum due at the date on which it is submitted. Discounts are available for those paying the full entry fee well in advance, as follows: full fee received by 20 December 2005, 10% discount; by 15 March 2006, 5% discount; by 28 April 2006, 2.5%.
- 5.11 If an entrant whose payments are up to date withdraws their entry, he or she shall receive a refund of fees paid and/or due as follows:
- |                         |                            |
|-------------------------|----------------------------|
| Before 30 December 2005 | all but GBP 1,000 refunded |
| Before 29 March 2006    | all but GBP 3,000 refunded |
| Before 31 July 2006     | all but GBP 5,000 refunded |
| After 31 July 2006      | No refund                  |
- 5.12 After 31 July 2006, the Organisers reserve the right to retain the full entry fee; no refund will normally be made to non-starters.
- 5.13 The entry fee does not include chartered or heavy-lift aircraft. If it becomes necessary to organise an airlift to bypass an obstacle, the Organisers reserve the right to charge a supplement to cover the extra cost. In the case of other unforeseen contingencies, the Organisers further reserve the right to increase the entry fee by up to 7.5%. By the fact of applying to enter the event, participants undertake to pay such supplements.
- 5.14 If an Entry Application is unsuccessful, all fees paid by the Applicant will be returned in full.
- 5.15 Entries which are fully paid up may by the written agreement of the Event Director be transferred to another person (whether or not they are in the same crew), who must have signed an entry form. Entrants who fall behind with payments will be deemed to forfeit their entry and the fees paid up to that point. Such an entry becomes the property of the Organisers, to dispose of as they see fit.
- 6.3 Participants are responsible for all charges and fees relating to visas, carnets, customs duty, and import and export handling and clearance before, during or after the event. Fees incurred by the Organisers before the event on participant's behalf must be settled prior to the Start.
- 6.4 Participants are responsible for ensuring that their vehicle is covered by third party insurance for all drivers and each country. The Organisers will provide information about this.
- 6.5 The personal accident and medical insurance cover includes GBP 100,000 for death or permanent total disablement as a result of an accident; and accident and illness medical expenses including repatriation up to GBP 50,000. An excess of GBP 250 applies to each and every claim.
- 6.6 Marine transit insurance will be available through our brokers or shipping agents.
- 6.7 If a vehicle cannot be re-exported (e.g. is stolen), off during the event, the owner may be liable for a very high level of import duty. None of the countries on the route recognises the international customs carnet which protects against such claims. We strongly advise participants to take out insurance cover against this contingency, which our shipping agent plans to offer.
- 6.8 We strongly recommend participants to take out non-appearance insurance cover (of the kind widely used for package holidays). This will enable them to recover their entry fee and other costs if they are forced to withdraw by unforeseen contingencies such as family illness or bereavement.

## **Article 7 FUEL, ASSISTANCE, EMERGENCIES**

### **Article 6 DOCUMENTATION, INSURANCE**

- 6.1 The Organisers will provide help and advice on visas, permits, driving licences, immunisations, etc, and will distribute information and advisory sheets about vehicle preparation, the rules of the road, etc, but they cannot guarantee the total accuracy or completeness of this information, given the complexity of the task and the rapidity with which changes can occur. The onus is on participants to ensure that they have all necessary documentation.
- 6.2 Participants are responsible for ensuring that there are no restrictions on their entering any of the territories traversed by the event; and for securing all necessary visas, permits, vehicle carnets, immunisation and medical certificates, etc. The Organisers cannot guarantee any participant's right to enter or to drive in any of the countries visited, especially if he or she does not have the correct paperwork. No refund of entry fee or other recompense will be made to any participant unable to start, delayed en route or unable to continue for any of these reasons.
- 7.1 In places, there will be long distances between filling stations. Although the Organisers will make every effort to ensure that supplies are available, the onus is on participants to ensure that they obtain the fuel necessary to complete the route, and no claim will be allowed if a station is closed. Participants are advised to ensure that they can carry enough fuel for at least 300km. This figure may be amended later.
- 7.2 Fuel cans, containers and unprotected fuel tanks may not be carried inside vehicle passenger compartments. Participants are advised to carry extra fuel in supplementary long range tanks rather than jerricans.
- 7.3 Mechanically and medically trained personnel will follow the event. However, the assistance they can provide will be limited at best to simple roadside repairs and basic first aid; they may well be delayed, e.g. in looking after other participants; and they may be obliged to miss parts of the route to recover lost time.
- 7.4 These support vehicles should therefore not be relied upon to provide speedy first aid; in the event of a serious medical incident, the emergency services of the region concerned should be contacted. Participants will be given a fact sheet setting out the emergency procedure.
- 7.5 The Organisers cannot undertake to repair, tow or transport vehicles which break down; the onus is on participants to extricate themselves or each other from difficulty. Participants are expected to help each other.

- 7.6 The Organisers cannot undertake to provide medical assistance to participants who are injured or fall ill. They must use the normal emergency services of the region concerned. Participants are advised to take out medical repatriation cover.
- 7.7 Participants are wholly responsible for the repatriation of their vehicle, and of all tools and spares carried, and for any import duties, fines or other costs which may result in their failure to do this. They are advised to take out insurance cover against liability for import duty in respect of vehicles and equipment that cannot for any reason be repatriated.
- 7.8 Participants who are involved in a road traffic accident or other incident involving other parties are responsible in law for dealing with the other parties concerned and, if applicable, for reporting the incident to the police, in accordance with the laws of the country concerned. They should inform the Organisers of the incident at the earliest possible opportunity; support cars will carry satellite phones. The Organisers will provide help and support as quickly as possible, but will not normally be able to make representation on behalf of the participant(s) concerned or otherwise take any responsibility or liability for the incident.
- 7.9 Participants who are substantially delayed during the event must inform the Organisers of their whereabouts and safety at the earliest possible moment. All crews must, on finishing or retiring from the event, complete and hand in the official Incident and Damage Declaration form.

#### Article 8 ROUTE, NAVIGATION

- 8.1 A route outline and timetable is published with these Regulations, showing the itinerary and timetable in broad terms.
- 8.2 A detailed Road Book will be produced, containing sufficient information to follow the recommended route, including maps. This will show signposts to be followed, landmarks, and other relevant information; plus town plans showing the location of controls, hotels, selected garages, etc.

- 8.4 Participants are recommended to follow the official route as defined in the Road Book or other instructions issued by the Organiser. If they deviate from the route the Organisers accept no responsibility for their safety or for the provision of support or accommodation.
- 8.5 It will not be compulsory to follow the recommended route; participants are free to go where they want each day. However, participants leaving the recommended route do so at their own risk. The Organisers will not necessarily be aware of dangers such as bad or impassable roads or security risks, and have no duty to warn participants of these.

#### Article 9 INTERPRETATION AND ADJUDICATION

- 9.1 "Organisers" means the HERO 4x4 Explorers Club or their successors to whom responsibility for the organisation of the event may be wholly assigned. "Regulations" means these Regulations as at herein, and as supplemented, varied or modified from time to time.
- 9.2 Save where provided otherwise, the signatories to the entry form shall be jointly and severally liable under the Regulations.
- 9.3 All communications shall be given to the first named driver or otherwise as determined by the Organisers. Any communication signed by the first named driver shall be binding on all the signatories.
- 9.4 In cases of uncertainty or dispute over the interpretation of the Regulations or their application to any occurrence, the decision of the Organisers shall be final and binding.
- 9.5 The validity, construction and interpretation of the Regulations, the Entry Form and other documents issued to competitors shall be governed by English law, and the Courts of England shall have exclusive jurisdiction. All parties shall however use their best endeavours to settle any dispute amicably and without resort to law.
- 9.6 All sums of money are expressed in pounds sterling.



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