



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!!

WARNING: DRIVERS WILL BE HELD RESPONSIBLE FOR ALL DAMAGES TO KARTS, PERSONS OR PROPERTY.

(only for Performance/Double)

First Name: _____ **Last Name:** _____ **Phone #** ____ - _____ **Drivers License #:** _____

Address: _____ **City:** _____ **Prov/State:** _____ **Postal Code/Zip:** _____

1. I am having full legal responsibility for decisions regarding myself and/or minor child/ward; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward, that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
3. I have satisfied myself and believe that myself and/or minor child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this EVENT; and
4. I understand, and will instruct myself and/or minor child/ward, that regardless of his/her role, all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with myself and/or my minor child/ward; and
5. I will immediately remove myself and/or minor/child from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that myself and/or minor/ward has experienced any deterioration in his/her physical, emotional or mental fitness, or that of his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OR MYSELF OR/AND MY MINOR CHILD/WARD, HIS/HER HEIRS/ ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in the EVENT by myself and/or minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against any person(s), entities, or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, even inspectors, underwriters, consultants, and others who give recommendations, directions or instructions, or engage risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that myself and /or minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of presence at the event facilities or my child's/ward's participation in any part of, or presence at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE, OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever, caused or arising, and whether directly or indirectly from the participation of myself and/or minor child/ward in any aspect of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award of cost, of any type whatsoever, they may incur due to any claim made against them or any one off them whether the claim based on the negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws of the Province in which the EVENT occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MYSELF AND/OR MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

| | | |
|--------------------------|-------------|----------------------------|
| Signature | Date | Applicants children |
| _____ | _____ | _____ |
| Witness Signature: _____ | | _____ |