

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, the K-W Cycle Sport Association (KWCSA), or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purposes herein after referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- 5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- 6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province in which the Event(s) is/are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE

Name of Participant (Print): _____ Name of Witness (Print): _____

Signature of Participant: _____ Signature of Witness: _____

Date: _____

**PARTICIPANTS UNDER 18 MUST HAVE PARENT OR LEGAL GUARDIAN COMPLETE AND SIGN BELOW
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being allowed to participate in any way in the motorsport event or activity indicated above and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the parent(s) and /or legal guardian(s) of the minor participant named below agree:

- 1. The parent(s) and/or guardian(s) will instruct the minor participant that prior to participating in the above motorsport activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately inform the officials of such condition and refuse to participate.
- 2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in motorsport events and activities which could result in bodily injury, partial and/or total disability, paralysis, and death.
 - b. The social and economic losses and/or damages which could result from those risks and dangers described above,
 - c. These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction, or negligence of others, including but not limited to the "releasees named below".
 - d. There may be other risks not known to us or not reasonably foreseeable at this time.
- 3. I/We accept and assume such risks and responsibility to the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part or in part of the negligence of the "Releasees" named below.
- 4. I/WE RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the promoter, participants, the K-W Cycle Sport Association (KWCSA) or any subdivision thereof, track operator, track owner, officials, car owners, drivers pit crews, any person in any restricted area, promoters, sponsors, advertisers, owner, lessee of the premises used to conduct the event and each of them, their officers, agents, or employees all for the purpose herein referred to as "Releasees" or otherwise.
- 5. On behalf of the participant and individually, the undersigned parent(s) and or legal guardian(s) for the minor participant executes the Waiver and Release. If despite this release the participant makes a claim against any of the "Releasees" the parent(s) and or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his/her behalf, and hold them harmless

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE. UNDERSTAND THAT I/WE GIVE UP SUBSTANSIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

Name of Minor Participant: _____ Name of Parent of Legal Guardian (Print): _____

Name of Minor Participant: _____ Signature of Parent or Legal Guardian: _____

Name of Minor Participant: _____ Name of Witness (Print): _____

Date: _____ Signature of Witness: _____