

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

BY SIGNING THIS DOCUMENT YOU WILL WAIVER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

(SPEEDWORLD INDOOR KARTING – Winnipeg Manitoba)

Description and location of scheduled event(s) (the "EVENT")

In full or partial consideration for allowing my minor, child/ward to participate in all related activity of the EVENT, I hereby warrant and agree that:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely _____ and;
2. I am familiar with and accept, on behalf of my myself and my minor/ward, that there is a risk of serious injury and death in participation, whether as a competitor, student, official or worker in all forms of motorsport and in particular in being allowed to enter, for any reason, and restricted area, and;
3. I have satisfied myself and believe that my 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 the EVENT; and
4. I understand, and will instruct my 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 my minor, child/ward; and
5. I will immediately remove my child/ward 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 my minor, child/ward has experienced deterioration in his/her physical, emotional or mental fitness, or that his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF 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 my participation in the EVENT by my minor child/ward even if arising from the 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 also 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, car owners or other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in 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, guides, 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 my minor, child/ward may suffer as a result of his/her use of or 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 STATUATORY 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 my minor/child in any aspect(s) 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 or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, 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 MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATOS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOIUT INDUCEMENT.

SIGNATURE OF PARENT

PRINTED NAME OF PARENT