TORONTO KART CLUB

Annual Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Print Driver name here: _____

IN CONSIDERATION of being granted the benefits of MEMBERSHIP in the **TORONTO KART CLUB**:

1) THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, **DO**:

(a) HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our kart, motor, properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of our participation in a **TORONTO KART CLUB** event or time trial during the actual sanctioned period.

(b) HEREBY AGREE to be bound by all of the rules of TORONTO KART CLUB and agree that decisions of its officials and/or interpretations of its rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.

(c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE TORONTO KART CLUB as an association, including all its corporate, elected and appointed officials, all members of committees, referees and inspectors, volunteers, its individual members, its agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and additional volunteer workers assisting in sanctioned **TORONTO KART CLUB** race and time trial activities, all hereinafter referred to as *RELEASEES* from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from **TORONTO KART CLUB** race or time trial activity or part thereof, during the actual sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releasees or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation, and

(d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability,damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

(e) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to thenegligence of releasees or otherwise while in or upon the restricted area and / or while competing, officiating, observing, or working for or for any purpose participating in the event.

(f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERYDANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE: THE UNDERSIGNED further expressly agrees the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the Law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(g) HEREBY ACKNOWLEDGE AND AGREE that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any **TORONTO KART CLUB** sanctioned events, including practice, qualification, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcription thereof.

(h) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to TORONTO KART CLUB and do declare it as my lawful agent and representative regarding such rights. I AGREE that **TORONTO KART CLUB**, or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment, and pictures taken at any sanctioned event for publicity purposes.

(i) HEREBY AGREE, in return for the valuable benefit of membership, to offer my time as a volunteer in service to the **TORONTO KART CLUB** from time to time as and when requested to do so.

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing. I accept the valuable BENEFITS OF MEMBERSHIP as good, valid and adequate considerations, the statements in my application are true and the releases will rely on them and upon all my commitments in entering into a membership contract with me.

IN WITNESS WHEREOF I have hereunto set my hand and seal and signed this _____ day of _____ 20____.

_____ _____

Driver Member Signature Date

(If driver member is under 18 years of age – Parent or Guardian must sign this document)

_____ _____

Parent/Guardian Date