

WARNING: ATV and UTV riding can be dangerous. Each participant in competition has the responsibility to assess the safety aspects of facilities and conditions and MUST assume the risk of competition.

## \* RACE ENTRY \*

CMRC RACE NUMBER
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WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ No. \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

MEMBERSHIP # \_\_\_\_\_ Postal Code \_\_\_\_\_

MINI ATV TYKES _____ MINI ATV THUMPER _____ MINI ATV PEE WEE _____ MINI ATV LADIES _____ MINI ATV BEGINNER _____ SUPER MINI ATV _____ MINI ATV OPEN _____	LADIES ATV _____ LADIES PRO ATV _____ ATV SPORTSMAN _____ ATV NOVICE _____ ATV OPEN SPORT _____ ATV OPEN AUTO 2X4 _____ ATV OPEN AUTO 4X4 _____ ATV VET +30 _____ ATV VET MASTER _____	ATV JUNIOR A _____ ATV JUNIOR B _____ ATV INTERMEDIATE _____ ATV PRO _____ ATV PRO/AM _____ UTV, UP TO 1000 CC _____ ATV MECHANICS _____ ATV ADULT PIT QUAD _____
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Make of ATV: \_\_\_\_\_ Size: \_\_\_\_\_ Track: \_\_\_\_\_ Date: \_\_\_\_\_

I have read and signed the release on the front and back side.

PARTICIPANT SIGNATURE \_\_\_\_\_

If signatory is under 18 years of age, Parent or Guardian sign here. \_\_\_\_\_

### FOR OFFICE USE ONLY

CMRC may SUSPEND any rider for any period up to indefinite suspension for wilful violation of the rules of competition or for engaging in any unfair practice, misbehaviour or action detrimental to the sport of ATVing in general whether relating to specific completion or not.

Canadian Motosport Racing Corp. P.O. Box 1466,  
Stouffville, ON L4A 8A3

Wheels FX Power Sports, 606 Amberwood Cres.,  
Pickering, ON L1V 3T9

Adult/Youth	1 <sup>st</sup> Class @ \$50	\$ _____	
	2 <sup>nd</sup> Class @ \$40	\$ _____	
	3 <sup>rd</sup> Class @ \$30	\$ _____	
Mini	1 <sup>st</sup> Class @ \$50	\$ _____	
	2 <sup>nd</sup> Class @ \$30	\$ _____	
	3 <sup>rd</sup> Class @ \$25	\$ _____	
Other	_____	_____	_____
<b>Total</b>		<b>\$ _____</b>	

\* Note: July 1, 2010 Prices subject to HST

**PLEASE READ CAREFULLY**  
**ADULT AND MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**  
**(READ CAREFULLY BEFORE SIGNING)**

**\*\* I/WE UNDERSTAND THAT THE COMPETITOR PROVIDES THEIR OWN MEDICAL INSURANCE, AND THAT THE TRACK/PROMOTER/SANCTIONING BODY DOES NOT PROVIDE RIDERS WITH MEDICAL INSURANCE\*\***

Name of Event

Location:

Date(s) Held

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IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, motorsport owners, drivers, racers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the event and each of them, their officers, agents, family and employees, all for the purpose herein referred to as "Release", from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event;

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the above motorsport activity or vent, he or she should inspect the facilities and equipment to be used, and if he or she believes is unsafe, the participant should immediately advise 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, could be severe.
  - (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 are not reasonably foreseeable at this time.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named below.
4. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this 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 behalf, and hold them harmless.
5. I/WE 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.
6. I/WE HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence 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.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that 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.

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

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER

RIDER'S SIGNATURE

PARENT/LEGAL GUARDIAN SIGNATURE

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RIDER PRINT NAME

PARENT/GUARDIAN PRINT NAME

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