

ASN Canada FIA Annual Parental Consent Waiver



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.

All ASN Canada FIA Sanctioned Events

Description of event(s) ("EVENTS")

Date release signed

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

I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely

_ (name of child/ward); and

- 1. 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, spectator, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
- 2. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in the EVENTS, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in the EVENTS; and
- 3. 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
- 4. I will immediately remove my minor 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 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 EVENTS.

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 participation in the EVENTS by my 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 EVENTS 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, event inspectors, underwriters, consultants, and others who give recommendations, directions or instructions, or engage in risk evaluation and loss control activities, regarding the EVENTS 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 my minor child/ward may suffer, or that his/her next of kin 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 EVENTS, 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 my minor child/ward in any aspect of the EVENTS; 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 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 EVENTS occur.

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, 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 of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness



ASN Canada FIA 2155 Leanne Boulevard, Suite 115 Mississauga, Ontario, L5K 2K8, Canada Telephone (905) 403-9000

CONSENT AND RELEASE BY PARENT OR GUARDIAN

(Required before a competition licence can be granted to any person under the legal age of majority in the Province of Residence)

I/We, are the parent(s) or legal guardians of _____

(name of minor child/ward)

I/WE FULLY UNDERSTAND that he/she is under the age of majority and that competitive motor sport activities are very dangerous and involve risks of being seriously injured or hurt, being paralyzed or killed and damage to property, and knowing that he/she is applying for, or already holds, an ASN Canada FIA Competition Licence, hereby give formal consent to his/her participating as a competitor in such motor races or other motor sport events as is or may be permitted by the licence applied for or other licences later granted;

AND IN CONSIDERATION of my minor child being granted such a licence or licences and thereby being permitted to participate in motor sport activities, for ourselves, our heirs, executors and administrators hereby release and forever discharge ASN Canada FIA, and all persons having management or control of any such motor races, practice or qualifying or other motor sport events as may be permitted by the licence, of and from any and all actions, causes of action, claims and demands whatsoever in any way arising out of injury to or death of the said proposed licencee or out of damage to his/her or our property in the event that any of those things may occur as a result of his/her participating in any such motor races, practice or qualifying or other motor sport events as may be permitted by the granting of a license.

IN WITNESS WHEREOF, we have hereunto set our hands at:

| | this | day of | 20 |
|-----------------------|------|--------|-----------|
| SIGNED AND DELIVERED: | | | |
| Parent/Guardian: | | | |
| Parent/Guardian: | | | |
| In the presence of: | | | (witness) |

