



# TORONTO KART CLUB

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

IN CONSIDERATION of being granted the benefits AND privilege of a local Club kart racing licence by the Toronto Kart Club and ASN Canada FIA;

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 our equipment and/or as a result of our participating in an ASN Canada FIA/CIK OR MEMBER TERRITORY event or time trial during the actual sanctioned and licenced period.
  - (b) HEREBY AGREE to be bound by all the rules of ASN CANADA FIA and the Toronto Kart Club, and agree that decisions of its officials and/or interpretation of the Karting Competition Rules will be governed exclusively by the administrative review and appeal procedure in these GCR's.
  - (c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ASN Canada FIA, CIK, or Toronto Kart Club, including all its corporate, elected and appointed officials, all members of committees, referees and inspectors, its individual members, its member clubs, 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 volunteer workers assisting in sanctioned ASN/TKC 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 any ASN sanctioned 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 release or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty of 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 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 any event.
  - (f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT KART RACING IS VERY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE: 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 any 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 ASN 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 therefrom, 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.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_

Witness: \_\_\_\_\_ DATE: \_\_\_\_\_