

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY and note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

INITIALS (OF PARTICIPANT OR PARENT/LEGAL GUARDIAN) _____

To: Ready to Run Raceway (RRR) ("the Club") and its organizers, executives, directors, volunteers, agents and all other persons or entities acting in any capacity on their behalf ("the Agents").

I, (Participant Print Name) _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by ("the Club") and/or ("the Agents") including, but not limited to outdoor radio controlled car racing (referred to as the "the Activities") and in further consideration of "the Club" allowing me to do so, that I will strictly be bound by the term of this Release of Liability, Waiver of Claims, Assumptions of Risk and Indemnity Agreement ("the Agreement").
2. I acknowledge that "the Activities" involve Inherent risks and dangers that may cause serious injury and possible death to participants. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: cuts and bruises; burns, falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; broken bones and other serious injuries; tripping on the track can cause serious injury; colliding with or being landed on by racers of a different size. If the participant is injured, they may require medical assistance, at their own expense. The Agents of the Club have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I fully understand the risks and dangers associated with my participation in "the Activities" and accept same entirely at my own risk.
4. I hereby waive any and all claims which I may have against the Club and the Agents and release the Club and the Agents from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in the Activities due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by the Club and/or the Agents. I release the Club and the Agents from any and all liability for any loss, damage, expense or injury including death that I may suffer, resulting from either my use of or my presence at any sight associated with the Activities or through my participation in the Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care under the Occupiers Liability Act, R.S.B.C. 1996, c.337, on the part of the Club. I understand that negligence includes failure on the part of the Club to take reasonable steps to safeguard or protect me from any risks, dangers and hazards of the Property.
5. I appreciate that this Agreement limits the liability of the Agents to the same extent as it limits the liability of the Club, even though the Agents are not formal parties to the Agreement.

6. I acknowledge and understand that the Club is not responsible for any lost or stolen item of personal property belonging to myself or the minor child(ren) under my care while said property is at any facilities of the Club including, but not limited to, parking lots, vehicles in parking lots, pit areas, and under canopy tents.

7. I agree to abide by all posted facility rules and the Agents instructions. I understand that failure to abide by facility rules may result in a suspension or termination of my privileges to use any facility operated by the Club.

8. I further agree to hold harmless and indemnify the Club from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.

9. Should the Club or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold the Club harmless from all such fees and costs.

10. Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be governed by the laws of British Columbia, Canada.

11. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE CLUB" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.

Track Rules

I agree to abide by all posted facility rules, and event organizers instructions. Initials _____

I understand That failure to abide by facility rules will result in a suspension of privileges. Initials _____

IF I AM THE PARENT AND/ OR LEGAL GUARDIAN OF THE PARTICIPANT, I HAVE READ AND UNDERSTAND AND AGREE TO EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/ WARD, I HEREBY AGREE TO IMDEMNIFY AND SAVE HARMLESS THE CLUB AND AGENTS FOR ANY AND ALL CLAIMS, BY OR ON BEHALF OF OUR SAID CHILD IN RESPECT OF, OR ARISING OUT OF, ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE AS IT RELATES TO ALL THE EVENTS ORGANIZED BY "THE CLUB" AND/OR "THE AGENTS"

Signature(19 and older):	Date:
Witness Signature:	Witness Name:
Name of Child:	Date:
Signature of Legal Parent/Guardian:	Legal Parent/Guardian Name: