

MOTORSPORT INSURANCE



Waiver & Release Package 2018

1336 Sandhill Drive • Unit 4 • Ancaster, Ontario • NL9G 4V5

www.StoneRidgeSpecialty.ca

WAIVER AND RELEASE

Guidelines for Waiver Registration

IT IS A REQUIREMENT OF YOUR INSURANCE COVERAGE THAT ALL PERSONS ENTERING A RESTRICTED AREA READ, COMPLETE AND SIGN THE WAIVER AND RELEASE.

PLEASE FOLLOW THESE INSTRUCTIONS TO MAINTAIN VALID INSURANCE. THE FAILURE TO IMPLEMENT A WAIVER AND RELEASE SYSTEM WILL NEGATE CERTAIN IMPORTANT INSURANCE COVERAGE.

- 1. USE ONLY RELEASE FORMS PROVIDED BY YOUR INSURANCE COMPANY**
- 2. KEEP THE ENTIRE RELEASE IN VIEW OF SIGNERS.**
Don't fold forms over the clipboard! This makes it more difficult for entrants to claim they could not read, or were not permitted to read the release before they sign it.
- 3. HANDLE AND FILE ALL RELEASES WITH CARE.**
Check to be sure every release sheet is signed and dated. Don't fold releases when filing. Use a legal size folder. Don't mark anything on the releases, make notes on releases, or highlight names.
- 4. HAVE THE SAME PEOPLE HANDLE SIGN-INS AT ALLEVENTS.**
They will become more consistent in handling releases. Be sure pit gate personnel sign and date each complete sheet.
- 5. BE SURE PIT GATE IS MANNED THOUGH ENTIRE EVENT.**
Do not allow security or pit booth personnel to go off duty before the event is complete.
- 6. BE SURE PIT GATE STAFF KNOWS WHAT TO TELL PERSONS ASKING WHAT THEY ARE SIGNING.**
Suggestion: "This is a release and waiver of liability. It means you are entering a restricted area at your own risk, and accept total responsibility for anything that may happen to you."
- 7. REQUIRE ALL PERSONS TO COME TO PIT WINDOW AND SIGN RELEASE.**
Never pass clipboards into vehicles to be signed. Never allow any person to sign for others. Make sure everyone signs and prints their full name.
- 8. BE SURE EVERYONE ENTERING PITS/RESTRICTED AREAS SIGNS A RELEASE.**
Include employees, press, guests, sponsors, drivers, crew/team members.
- 9. DO EVERYTHING YOU CAN TO BE SURE EVERYONE KNOWS THEY ARE SIGNING A RELEASE.**
Display release prominently, in all busy areas: pit restrooms, refreshment stands, tech/scale area, pay window, etc. Mail release copies with annual memberships or include in newsletters. IMPORTANT! Show and discuss release at pit meetings. Make large blow-ups of release with sign, "THIS IS THE RELEASE YOU SIGN – KNOW WHAT IT SAYS!" and post them at pit entrance and other locations (preferable lighted). Use a moving message sign at the pit window, that repeats, "YOU ARE SIGNING A RELEASE...KNOW WHAT IT SAYS...COPIES ARE AVAILABLE." Imprint pit passes with a message of this type: "WARNING! The holder of this pit pass acknowledges signing the release and waiver, in exchange for admittance to the restricted areas. By signing, holder has waived certain legal rights, and acknowledges the potentially dangerous nature of activities in and adjacent to restricted areas.
- 10. NEVER ALLOW MINORS TO SIGN THE ADULT WAIVER**
- 11. MAKE SURE YOU KNOW AND FOLLOW PROPER PROCEDURES FOR MINOR RELEASES**
Make sure every minor's signs the minor's release, and makes sure both parents sign the parental release. THIS MEANS BOTH PARENTS (It is acceptable to have the parental waiver and release signed on an annual basis). If a minor's parents do not live together, or live in different communities, both must still sign the parental release, so youthful entrants may have to go through some trouble to become eligible for competition. Make sure every minor presents proper ID when executing a release – a driver's license, birth certificate or social security number. On each race night, make sure every parent who accompanies a minor signs the adult waiver and make sure that the minor signs his/her nightly minor's waiver and release.

***THE WAIVER AND RELEASE PROTECTS YOUR BUSINESS AND ALL THE PARTICIPANTS.
DO NOT IGNORE THE IMPORTANCE OF FOLLOWING THE INSTRUCTIONS.
PROTECT YOURSELF.***





**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!

Description and location of scheduled event(s) (the "EVENT")

Date release signed

In full or partial consideration for allowing me to participate in all related events and activities of the **EVENT**, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation, whether as a competitor, student, 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 I am physically, emotionally and mentally able to participate in this **EVENT**, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this **EVENT**; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the **EVENT** the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself 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 I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the **EVENT**.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the **EVENT** even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the **EVENT** in any capacity; 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 **EVENT** including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car 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 **EVENT** or event premises, or any one or more of them and their respective directors, officers, employees, guides, 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 I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity at, the **EVENT**, 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.
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 my participation in any aspect(s) of the **EVENT**; 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 by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the **EVENT** occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Participant

Printed Name of Participant

Signature of Witness



**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!**

Description and location of scheduled event(s) (the "EVENT")

Date release signed

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

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, *namely* _____; and
2. 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, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this *EVENT*, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this *EVENT*; and
4. 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
5. 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 *EVENT*.

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 *EVENT* 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 *EVENT* 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 *EVENT* 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 *EVENT*, 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 *EVENT*; 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 *EVENT* occurs.

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(s)

Printed name of Parent/Guardian(s)

Signature of Witness

MINOR PARTICIPANT

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

Description and location of scheduled event(s) (the "EVENT")

Date release signed

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the **EVENT** is not permitted without my execution of this document. I hereby warrant and agree that:

1. I know that there are significant risks including the risk of serious injury or death associated with participation, whether as a competitor, student, 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 acknowledge and accept these risks and all other risks associated with participation in this **EVENT** even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any and all persons associated therewith or participating therein; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME;
4. I will immediately remove myself from participation in the **EVENT** and notify the nearest official, if at any time I sense any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the **EVENT**; and
5. I am _____ years of age.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND I AM AWARE THAT BY SIGNING THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISK I AND/OR MY PARENTS/GUARDIANS MAY SURRENDER CERTAIN LEGAL RIGHTS.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Minor Participant

Printed name of Minor Participant

Signature of Witness