



MANITOBA OLDTIMER MOTOCROSS ASSOCIATION EVENT RELEASE

(All applicants over age 18)

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.

In full or partial consideration for allowing me to participate in all related activities and events of the Manitoba Old timers Motocross Association I hereby warrant and agree that:

1. I am familiar with and accept that there is a 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 that I am physically, emotionally and mentally able to participate in each event, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in each event; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during each event the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest MOTMX official, if at any time I sense or observe any unusual hazards or unsafe conditions or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that my protective clothing, gear or equipment, for continued safe participation in each 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 participation in each event even if arising from the negligence or gross negligence, including any compounding aggravation of injuries caused by negligent rescue operations or procedure, of the Releasees as the term defined below, and any persons associated therewith or otherwise participating in each event in any capacity; and
2. A full and final release waiver of liability and all claims that I have, or may have in the future against any person(s), entities, or organization(s) associated in any way with the event including track owners and lessees, promoters, sanctioning bodies, racing associations, MOTMX members or executive 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 of instructions, or engage in risk evaluation and loss control activities, regarding each club event or event premises, or any one or more of them, and their respective directors, officers, employees, contractors agent 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, each 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, damages of any form or types, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of each 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 by me or on my behalf, or that of my estate, whether the claim is based on negligence or the gross negligence of Releasees or otherwise stated as above.
5. An agreement that this document be governed by the laws and in the courts, of the Province in which each event occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING 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

Print Name

Signed

Date