



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

Participant Name: _____ Participant Date of Birth: _____

Email address: _____ Phone No.: _____

(If the Participant is younger than the age of majority)

Parent/Guardian Name: _____ Email address: _____

Parent/Guardian Name: _____ Email address: _____

Description and location of event(s)(the "Event")

THIS IS A BINDING LEGAL AGREEMENT. CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

This Agreement must be signed by the Participant and/or the Participant's parents/guardians (if applicable, when the Participant is younger than the age of majority) prior to participation.

The Participant acknowledges and agrees to the terms outlined in this document.

PARENT(S)/GUARDIAN(S)

When the Participant is under the age of majority, the Participant's parent(s)/guardian(s) acknowledge and agree to the terms on behalf of the Participant and references in this Agreement to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant and the Participant's parent(s)/guardian(s) agreeing to or acknowledging the risk or term on behalf of the Participant.

In full or partial consideration for allowing the Participant to participate in all related Activities of the Event, the parent(s)/guardian(s) warrant and agree:

1. To have full legal responsibility for decision making regarding the Participant.
2. They are familiar with and accept, on behalf of themselves and the Participant, that there is risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport, but not limited to, being allowed to enter, for any reason, any restricted area.

ACTIVITIES

The Participant is voluntarily participating in the motor sports and the Activities of the Mosport Karting Centre Inc. The Activities are defined as and may include but are not limited to including spectating, orientation, instruction, practice, training, competitions, races, rides, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs, the sport of racing, including but not limited to, go-karting, motorcycles, race teams and clubs, driving schools, major motorsport facilities, oval track racing, drag racing, racing clubs and associations and touring events (collectively the "Activities").

Mosport Karting Centre Inc. and its directors, officers, committee members, members, shareholders, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities/courses in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during or as a result of the Activities or when caused by the negligence of the Organization.

RISKS

The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

- a) Ability: failing to act safely or within the Participant's own ability or within designated areas
- b) Advice: negligent advice regarding the Activities
- c) Collisions: collisions or crashes with other racers, vehicles, barriers, obstacles, signs
- d) Contact: contact with participants, equipment, or other persons or racers; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury



- e) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
- f) Fire and Explosions: fire, explosions and burns
- g) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
- h) Injuries: Injuries such as death, serious neck and spinal cord injuries which may render the Participant permanently paralyzed or brain damaged; serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body; and concussions or other head injuries, including but not limited to, closed head injury or blunt head trauma
- i) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, racers, vehicles or barriers that are a part of the Event; and travel to and from the premises
- j) Sport: motor racing and its inherent risks, including but not limited to high speeds, wet surfaces, intrusion, fire, explosions, collisions, and crashes
- k) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability
- l) Travel: travel to and from the Activities

The Participant accepts the inherent physical risks

Negligence. The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

The Participant accepts that the Organization may be negligent

TERMS

In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:

- a) That the Participant is not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
- b) That the Participant's mental, emotional and physical condition is appropriate to participate in the Activities and the Participant (or the Participant's parent/guardian, if applicable) assumes all risks related to the Participant's mental and physical condition
- c) To comply with the rules and regulations for participation in the Activities
- d) To comply with the rules of the facility or equipment as well as any directions or instructions from the Organization
- e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation
- f) That the Organization may secure transport to emergency medical services as it deems necessary for the Participant's immediate health and safety, and that the Participant shall be financially responsible for such services
- g) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way
- h) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (acknowledges and accepts the suitability and conditions of the Activity
- i) That the Participant is responsible for choosing the Participant's gear, equipment, safety or protective equipment and the secure fitting of that equipment
- j) To remove themselves and notify the nearest official, if at any time the Participant senses or observes any unusual hazard or unsafe condition or if the Participant feels they have experienced any deterioration in their physical, emotional or mental fitness; or that of their protective clothing, gear or equipment
- k) That the Participant is fully responsible for any loss of personal property and any costs associated with any related loss
- l) This Agreement will be construed in governed by the laws and courts of the Province or Territory where the Activities occur

DISCLAIMER

The Participant acknowledges and agrees:

- a) To an unqualified assumption of all risks arising out of, associated with or related to, participation in the Event and the Activities and waives all claims that the Participant may have now or in the future against the Organization.
- b) To accept and fully assumes all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting from participation in the Activities.
- c) To forever indemnify and release the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization, including any compounding or aggravation of injuries caused by negligent rescue.



- d) To provide a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS the Participant has, or may in the future, against any person(s), entities or organization(s) associated in any way with the Organization or 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 Organization or 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 the Participant may suffer as a result of their use of or presence at the Event facilities or participation in any part of, or 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.
- e) NOT TO SUE THE RELEASEES whether directly or indirectly from the Participant’s participation in any aspect(s) of the **Event**; and
- f) 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 the Participant or on the Participant’s behalf, or that of the Participant’s estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.

SEVERABILITY

The Participant acknowledges and agrees that if any provision in this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.

ACKNOWLEDGMENT

The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature: _____ Date: _____
Participant

Signature: _____ Date: _____
Parent/Guardian (if the Participant is younger than the age of majority)

Signature: _____ Date: _____
Parent/Guardian (if the Participant is younger than the age of majority)

For Online Execution:

By typing/printing your name, the date below and clicking/checking the “I Agree” icon, you agree that you are to be bound by all that is contained in this Agreement.

Name of Participant Date I AGREE

Name of Participant’s Parent/Guardian Date I AGREE

Name of Participant’s Parent/Guardian Date I AGREE