

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

Toronto Outboard Racing Club Inc. – Racing/Driving School – Waterford, Ontario, June 1, 2018

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of the ability to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area that requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree that:

1. I understand the nature of the EVENT(S) and my own experience and capabilities, and believe that I am qualified to participate in the Event(s). I have or will inspect the premises, facilities, and equipment to be used, or with which I may come in contact before I participate in the Event(s). IF I BELIEVE THAT ANY ASPECT OF THE PREMISES, FACILITY, OR EQUIPMENT IS UNSAFE, I WILL IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S). By enrolling in the Event(s), I certify that I am cognizant of all of the inherent dangers of performance driving, and of the basic safety rules. I understand that I should not participate in the Event(s) if I am under the influence of drugs or alcohol or if there are any physical conditions that may impair my ability to understand instructions or to participate without creating risk to others or myself.

2. I FULLY UNDERSTAND that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH AND PROPERTY DAMAGE (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s); the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE.

3. I understand that the Event(s) involve exercises and precision driving at high speeds and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING ANY SUCH INJURY, PROPERTY DAMAGE, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, boat owners, drivers, pit crews, rescue personnel, any persons in the Restricted Area, sponsors, advertisers owners and lessees or premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, and all other persons or entities associated in any way with the Event(s), including but not limited to their directors, officers, agents and employees, all for the purposes herein referred to as Releasees, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including but not limited to death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE.

5. If despite this release, I, or anyone on my behalf, makes a claim against any of the “Releasees” named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE “RELEASEES” and each of them from ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE “RELEASEES” NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I understand that I am fully financially responsible for any damage to any equipment issued to me for use in the school to a maximum sum of \$2500. Value to be determined by the on site Race Director upon review of the incident. This responsibility is mine regardless of the actual cause of the damage that occurred.

7. I further state that I am of lawful age and legally competent to sign this affirmation and release: that I understand the terms herein are contractual and not a mere recital. I have signed this document as my own free act and if I have any doubts concerning the contents of this release agreement, I will consult an attorney before signing it.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES’ FAULT.

Signature of Student

Printed Name

Date

Signature of Parent if Minor Student

Printed Name

Date

Signature of Witness

Printed Name of Witness

Date