

## **Toronto Outboard Racing Club Inc.**

## **Membership Application**

Member Club of the Canadian Boating Federation and American Power Boat Association

Canada's Largest and Oldest Outboard Racing Club, Est 1952

Membership fee: ONE FORM PER MEMBER

\$60 per address (single member or family)

Select Category(s):

Stock Modified PRO

\$35 Early Bird, prior March 1

Membership is from Nov 1 to Oct 31. Voting rights extended until AGM if required.
One Membership Card per member, one TORC Decal per address. Extra decals
\$3 ea. Subscribe to club emails at <a href="https://www.TORC.ca">www.TORC.ca</a>.

Name:

Email:

Address:

City:

Prov:

Phone:( ) - PO Code:

Select Category(s):  Stock Modified PRO Classic VPR Other
Where did you find out about TORC?:
Primarily I am: (Choose one)  Current Racer  Thinking of racing  Family Member/Parent  Crew Member  Spectator/Fan  Race Official
Send Application to: TORC Membership Director - Mark Taylor 2353 Bankside Drive, Mississauga, Ontario, L5M 6E2 Phone: 905-301-6112
Email: TORCmembership.2013@gmail.com
Make cheques payable to:  Toronto Outboard Racing Club Inc.

Card #:

Cash: Chg:

Office Use: Date:

## DRIVER, CREW, AND FAMILY - CODE OF CONDUCT

I agree to respect the Toronto Outboard Racing Club Inc (TORC) and understand that membership to TORC is granted as a privilege to members who participate within the rules set forth by TORC, the Canadian Boating Federation (CBF), and American Power Boat Association (APBA). I agree that TORC is dedicated to providing a safe and enjoyable environment for its members to go racing, and to this end, I will contribute to and/or cooperate in achieving the objectives of TORC.

#### • BEHAVIOUR

- o I am responsible for the conduct of all my CREW & FAMILY at any TORC, CBF or APBA event.
- o I will be in control of all my actions both on and off the racecourse, at all times during a race day.
- o I will promote good sportsmanship both on and off the racecourse.
- o I understand that unsportsman like behavior towards, and verbal and/or physical abuse of, another driver, parent, family, or race official could result in severe consequences. These include but are not limited to: Foul language, helmet throwing, fighting or arguing, abuse of officials, charging another driver or official and not using the Driver Rep.

#### • ALCOHOL & DRUGS

- There is zero tolerance of substance abuse by the driver, crew or family during the race day including pit areas and inclusive of the complete race site.
- o A breathalyser will be on site and used at the discretion of the Race Committee, my refusal will result in expulsion.
- o Any illegal drug usage is prohibited at any Toronto Outboard Racing Club Event.

#### RACE EVENTS

- o I will contribute to the operation of the club and/or race day events by volunteering where needed.
- I understand only Race Committees and TORC Executive members are permitted to contact or make arrangements with sponsors, town councils, and all others with regard to potential or existing races or events that have been sanctioned.
- FAILURE TO COMPLY WITH THE ABOVE CONDUCT RULES ARE SUBJECT TO EXPULTION FROM THE EVENT, TORC, AND/OR the Canadian Boating Federation & American Powerboat Boating Association INCLUSIVE.
- WHEN IN DOUBT, just ask! Parents are asked to discuss this document with minors to ensure that he/she understands
  what is expected.

Member Signature Parent/Guardian Signature Date

### (If member is under 18 years of age – Parent or Guardian must sign this document)

- Members verify that all information provided is accurate. Falsifying information on the form or race entry forms is subject to penalty.
- Registered drivers & event waiver signees only will be permitted in the hot pit areas. Hot pit areas will be strictly enforced.
- All members agree to the above terms, and also agree to respect and abide by the Constitution and By-Laws of TORC.

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

Toronto Outboard Racing Club Inc. (TORC)

Print Member name here:
IN CONSIDERATION of being granted the benefits of MEMBERSHIP in the TORONTO OUTBOARD RACING CLUB INC (TORC):
1) THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, DO:
(a) HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of our participation in a TORONTO OUTBOARD RACING CLUB INC meeting, gathering, social event, training school, testing session, time trial or race, all hereinafter referred to as *EVENTS*.
(b) HEREBY AGREE to be bound by all of the rules of TORONTO OUTBOARD RACING CLUB INC and therefore the Canadian Boating Federation (CBF) and American Power Boat Association (APBA), and agree that decisions of its officials and/or interpretations of its rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.
(c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE TORONTO OUTBAORD RACING CLUB INC as an association, including all its corporate, elected and appointed officials, all members of committees, referees and inspectors, volunteers, its individual members, its agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and any additional volunteer workers assisting in EVENTS, all hereinafter referred to as *RELEASEES* from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from EVENTS or part thereof, whether any such claim may be based upon alleged active or passive negligence whether caused by the RELEASEES or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation, and
(d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.
(e) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of RELEASEES or otherwise while in or upon the restricted area and / or while competing, officiating, observing, or working for or for any purpose participating in the EVENTS.
(f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE: THE UNDERSIGNED further expressly agrees the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the Law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
(g) HEREBY ACKNOWLEDGE AND AGREE that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any EVENTS, including practice, qualification, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcription thereof.
(h) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to TORONTO OUTBOARD RACING CLUB INC and do declare it as my lawful agent and representative regarding such rights. I AGREE that TORC, or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment, and pictures taken at any sanctioned event for publicity purposes.
(i) HEREBY AGREE, in return for the valuable benefit of membership, to offer my time as a volunteer in service to the TORONTO OUTBOARD RACING CLUB INC from time to time as and when requested to do so.
BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing. I accept the valuable BENEFITS OF MEMBERSHIP as good, valid and adequate considerations, the statements in my application are true and the releases will rely on them and upon all my commitments in entering into a membership contract with me.
IN WITNESS WHEREOF I have hereunto set my hand and seal and signed this day of 20
I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE: YES NO
Member Signature  (If member is under 18 years of age – Parent or Guardian must sign this document)
Parent/Guardian Date Form Version 1-2019