

## **Manitoba Karting Association Agreement of Release**

**Name (Master Member):**

In consideration of being granted benefits of membership in the Manitoba Karting Association, herein known as MKA:

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 kart, motor, properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of us participating in any and all events or functions associated with MKA.
  - (b) HEREBY AGREE to be bound by all of the rules of the MKA 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 MKA, as an association including all of 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 services gratis, including all officers, agents, and employees of the foregoing and additional volunteer workers assisting in sanctioned MKA race, practice and/or event activities, all herein after referred to as RELEASES, 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 MKA race or event activities or part thereof, during the actual sanctioned period and whether any such claim may be based upon alleged active or passive negligence whether caused by the release or otherwise, or participation in the wrong, or upon any alleged breach of statutory duties or obligation, and
  - (d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.
  - (e) HEREBY ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases 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 event
  - (f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT 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 of Manitoba in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance, not withstanding, 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 MKA sanctioned 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 therefrom, and any transcription thereof.
  - (h) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORT ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to the MKA, and do declare it as my lawful agent and representative regarding such rights. I AGREE the MKA, 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.

BY VOLUNTARY 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 of my commitments in entering into a membership contract with me.

<b>Signature:</b>
<b>Name (Print):</b>
<b>Witness Signature:</b>
<b>Witness Name (Print):</b>
<b>Date:</b>
<b>Note:</b> <ol style="list-style-type: none"> <li>1. A signed "Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement" must accompany this document when the application includes any drivers under the age of 18 years.</li> <li>2. Application for Manitoba Karting Association Membership will not be considered unless Membership Application form and Agreement of Release are fully completed and signed.</li> </ol>