

Mitchell Pioneer & Hobby Association

Tractor Pull - Waiver & Release of Liability



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!

Description and location of scheduled event(s) (the "EVENT")

Date release signed

In full or partial consideration for allowing me to participate in all related events and activities of the **EVENT**, I hereby warrant and agree that:

1. I am familiar with and accept that there is the 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 and believe that I am physically, emotionally and mentally able to participate in this **EVENT**, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this **EVENT**; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the **EVENT** the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the **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 my participation in the **EVENT** even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the **EVENT** in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with 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 **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 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, 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.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the **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 of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the **EVENT** occurs.

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

Printed Name of Participant: _____

Signature of Participant: _____

Signature of Witness: _____