

AGREEMENT OF FULL RELEASE

MOSPORT INTERNATIONAL KARTING ASSOCIATION

Print Driver name here: _____

IN CONSIDERATION of being granted the benefits of membership in Mosport International Karting Association and for other good and valuable consideration:

I, THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, hereby:

(a) AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS AND OMISSIONS OF MYSELF AND MY DRIVERS, ASSISTANTS, GUESTS AND CREW (the undersigned and such persons, collectively, "**my team**") including for any and all damages, losses, deaths or injuries that may be caused in any way my team or by my team's kart, motor, properties or possessions, in any way arising out of or resulting from attendance at or participation by my team in racing, time trials, track activities, volunteer activities and other events and activities associated with Mosport International Karting Association (collectively, "**Events**").

(b) AGREE TO BE BOUND BY ALL OF THE RULES OF MOSPORT INTERNATIONAL KARTING ASSOCIATION 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) RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE MOSPORT INTERNATIONAL KARTING ASSOCIATION, and its directors, officers, agents, representatives, employees, officials, referees, inspectors, members, members of committees, volunteers, agents, contractors and suppliers, including all officers, directors, agents, representatives and employees any of the foregoing, (all hereinafter referred to as "**Releases**") for liabilities, losses, which I may suffer in any way arising out of or resulting from attendance at or participation by my team in racing, time trials, track activities, volunteer activities and other events and activities associated with Mosport International karting Association, and whether any such losses or damages are caused by the negligence (including gross negligence) of the Releasees, participation in a wrong by the Releasees, breach of any statutory duty or obligation by the Releasees, or by the acts and omissions of the Releasees or any other person.

(d) AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees or otherwise, in any way arising out of or resulting from attendance at or participation by my team in racing, time trials, track activities, volunteer activities and other events and activities and whether caused by the negligence of the releasees or otherwise.

(e) ASSUME FULL AND SOLE RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of (including gross negligence) of Releasees or otherwise, in any way arising out of or resulting from attendance at or participation by my team in racing, time trials, track activities, volunteer activities and other events and activities associated with Mosport International Karting Association.

(f) ACKNOWLEDGE AND AGREE THAT EVENTS ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND DAMAGE FOR WHICH I AM SOLELY RESPONSIBLE: I agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws and if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. This agreement is governed by the laws of Ontario and I attorn to the exclusive jurisdiction of the courts of Ontario.

2024 MEMBERSHIP APPLICATION & WAIVER

3233 Concession Rd 10 Bowmanville, ON L1C 3K6
Email: Registration@mosportkartingcentre.com

(g) ACKNOWLEDGE AND AGREE THAT I CONSENT TO, AND HAVE NO RIGHTS INCLUDING REMUNERATION RIGHTS IN, ANY RADIO OR TELEVISION BROADCAST, motion pictures, videos, still photographs, or tape or sound reproductions, taken at Events, including practice, qualification, racing, and awards ceremonies, including pictures and sound of me alone or with other persons, with or without racing equipment, as well as any transcriptions thereof.

(h) ASSIGN ALL COMMERCIAL COMMUNICATION AND BROADCAST RIGHTS TO MOSPORT INTERNATIONAL KARTING ASSOCIATION and agree it as my lawful agent and representative regarding such rights. I agree that Mosport International Karting Association, or its assigns, on a non-exclusive basis, may use and publish my name and photos of me and my racing equipment taken at Events for publicity or other purposes and in all forms of media, and without remuneration to me.

(i) AGREE TO PROVIDE MY TIME AS A VOLUNTEER in service to the Mosport International Karting Association 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 and that the statements in my Application are true, and I acknowledge that the Releasees will rely on them and upon all my commitments in entering into a membership contract with me.

IN WITNESS WHEREOF I have signed agreed to this Agreement to Full Release the _____ day of _____ 20____.

Driver Member Signature **Date**

(If driver member is not the age of majority (18 years for Ontario residents) – Parent or Guardian must also sign this agreement)

Parent/Guardian Signature **Date**

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DRIVER'S AND PARENTS PLEDGE

MOSPORT INTERNATIONAL KARTING ASSOCIATION

I/WE agree to respect the Mosport International Karting Association and understand that membership to MIKA is granted as a privilege to members who participate within the rules set forth in the 2024 MIKA Rules and Regulations Package. I/WE agree that MIKA is dedicated to providing a safe and enjoyable environment for its members to go racing, and to this end I/WE will contribute to and/or cooperate in achieving the objectives of MIKA.

- I will promote good sportsmanship both on and off the racetrack.
- I will be in control of all my actions both on and off the racetrack, at all times during a race day.
- I will contribute to the operation of the club and or race day events.
- I will positively promote Mosport International Karting Association throughout the racing community.
- I understand that verbal and/or physical abuse of another driver, parent, or race official could result in severe consequences.

(If driver member is not the age of majority (18 years for Ontario residents) – Parent or Guardian must also sign this agreement)

Driver's Signature

Parent/Guardian Signature

Date(MM/DD/YYYY)

Parents are asked to discuss this document with the Driver to ensure that he/she understands what is expected.

TERMS:

- All classes require minimum enrollment and are subject to cancellation if minimum enrollment is not achieved.
- *Rookie Drivers are required to attend MIKA training sessions, and pass both written and driving tests prior to license being issued.
- Member and Associate Member verify that all information provided is accurate. Falsifying information on any form is subject to penalty.
- Registered drivers & associate members only will be permitted in the grid areas. Grid area will be strictly enforced.
- All members are obligated and agree to do their part with respect to fundraising programs, for a minimum of \$50.00 raised per member.
- All members agree to the above terms, and also agree to respect and abide by the Constitution and By-Laws of MIKA.