

# WHIPLASH MOTORSPORTS 2011 ANNUAL RELEASE

PLEASE READ & FOLLOW INSTRUCTIONS BELOW COMPLETELY

## ANNUAL RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK FORMS

- YOU MUST HAVE A WHIPLASH LICENSE TO RECEIVE AN ANNUAL RELEASE. ALL ANNUAL RELEASES AND MEMBERSHIPS EXPIRE AT THE END OF THE YEAR 12/31/2011.
- ADULT RELEASE (ANYONE 18YRS OR OLDER) MUST HAVE A PROPERLY COMPLETED AND NOTARIZED FORM TURNED IN WITH A WHIPLASH LICENSE NUMBER. YOU MUST SHOW A PICTURE ID.
- MINOR RELEASES (ANYONE UNDER THE AGE OF 18YRS OLD) MUST HAVE AN ANNUAL WHIPLASH LICENSE AND **BOTH** PARENTS SIGNATURES NOTARIZED. UNLESS YOU SWEAR THAT YOU ARE THE SOLE GUARDIAN. IF FOR SOME REASON BOTH PARENTS DO NOT RESIDE TOGETHER, TWO SEPARATE FORMS MAY BE TURNED IN. NOTE THAT ALL MINORS PARTICIPATING MUST HAVE A LEGAL GUARDIAN WITH THEM AT ALL TIMES DURING AN EVENT.
- FORMS MAY BE DOWNLOADED, AND PRINTED FOR YOUR CONVENIENCE. THESE FORMS ARE INTENDED TO SAVE YOU AND OUR STAFF A LOT OF TIME AND PAPER SHUFFELING AT THE EVENT. THE CONVENIENCE OF COURSE IS FOR PARTICIPANTS TO ONLY HAVE TO SIGN ONCE A YEAR. (SOME FACILITIES MAY REQUIRE A SIGNATURE AT THEIR GATES).

# 2011 ADULT Annual Waiver & Release

Whiplash License # \_\_\_\_\_

Name:	Date of Birth:	
Address:	County:	
City:	State:	Zip:
Phone:	Email:	

**ANNUAL RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT APPLIES TO ALL LOCATIONS AND EVENTS DURING ACTIVE YEARLY MEMBERSHIP**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in ANY EVENT(S) OR LOCATION(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself, herself, his or her personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREA prior to the event or entering any designated area.
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operations, track owners, officials, car owners, drivers, pit crews, rescue personnel, and any persons in any RESTRICTED AREA or EVENT(S), promoters, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED FOR ALL YEARLY EVENTS AND LOCATIONS, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO ALL EVENT(S) AND ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in ANY OF THE EVENT(S) or ACTIVITIES whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to any EVENT(S) OR ACTIVITIES WHETHER caused by the NEGLIGENCE OF THE RELEASEES or OTHERWISE.
- 5. HEREBY acknowledges that THE ACTIVITIES OF ANY EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- 6. HEREBY agrees that this annual Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which any of the EVENT(S) AND ACTIVITIES is/are 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.

I HAVE READ THIS ANNUAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW.

<i>Signature</i>	<b>I HAVE READ THIS RELEASE</b>	<i>Date</i>
<i>Place Notary Seal Here</i>		
Notarized) Subscribed and Sworn to at: _____ Before me this _____ day _____ A.D. 20 _____		Printed name of Event Official or Notary Public
Signature of Event Official or Notary Public		_____ County, State of _____ My Commission Expires: _____ Adult MS Waiver

# 2011 Annual Youth Waiver & Release Whiplash License # \_\_\_\_\_

Minor Name:	Date of Birth:	
Address:	County:	
City:	State:	Zip:
Phone:	Email:	

**RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
APPLIES TO ALL LOCATIONS AND EVENTS DURING ACTIVE YEARLY MEMBERSHIP**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in ANY NETWORK EVENT(S) OR LOCATION(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself, herself, his or her personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREA prior to the event or entering any designated area.
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operations, track owners, officials, car owners, drivers, pit crews, rescue personnel, and any persons in any RESTRICTED AREA or EVENT(S), promoters, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED FOR ALL YEARLY EVENTS AND LOCATIONS, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO ALL EVENTS AND ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in ANY OF THE EVENT(S) or ACTIVITIES whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
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- 5. HEREBY acknowledges that THE ACTIVITIES OF ANY EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
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Minor Participant Signature: <b>I HAVE READ THIS RELEASE</b>	Date
Parent / Guardian Signature: <b>I HAVE READ THIS RELEASE</b>	Date
<b>I represent that I have sole legal custody or am the sole parent/guardian (initial):</b>	Father / Mother / Guardian
Printed Name:	Date
Parent / Guardian Signature: <b>I HAVE READ THIS RELEASE</b>	
Printed Name:	Father / Mother / Guardian

Notarized Subscribed and Sworn to at: \_\_\_\_\_ Before me this \_\_\_\_\_ day \_\_\_\_\_ A.D. 20\_\_\_\_\_  
 Signature of Event Official or Notary Public **I HAVE READ THIS RELEASE** Printed name of Event Official or Notary Public \_\_\_\_\_  
 \_\_\_\_\_ County, State of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_ Minor MS Waiver

\* Stamp or Seal Over Text