

# (705) 566-9266 info@sudburykartsport.com www.realracing.ca

## **MEMBERSHIP APPLICATION**

**Member Information:** Licenses will be issued only when all applicable application information, training and Sudbury Kartsport Inc. Release Agreement are complete and signed. Please complete all information.

Name:				
Mailing Address:				
City:		Province:	Postal	Code:
e-mail:		Cell phone:		
Home phone:		Work phone:		_
Weight:	Height:		Date of Birth:	y / m / d
	-	·		

#### Annual Membership Fee: Fees Payable by: Cash, Debit, Visa and MC

Membership Fee: \$110.62 + HST Permits access to our facility and use of our equipment

#### Licensing Options: Payable at Training

Option 1: League License:	Pre-payment of last 2 races required at training: \$123.90 10 race series. Race fee: \$61.95 per race
Option 2: Experience License:	Training fee required at training: \$97.35, Practice fee: \$61.95 for 3 practice sessions

I agree, understand and will conform to this application, the Sudbury Kartsport Inc. Release Agreement and all Regulations.

#### Applicants Signature:\_

Date:

If the applicant is under the age of 18 years, a Parent or Legal Guardian must sign this application and the Sudbury Kartsport Inc. Release Agreement.

I, <u>PARENT/GUARDIAN NAME HERE</u>, the Parent or Legal Guardian of the applicant, agree that I am responsible for ensuring that the minor applicant understands this application, the Sudbury Kartsport Inc. Release Agreement, all Regulations and any other documents that may be required to be understood by the applicant during Sudbury Kartsport Inc. activities.



e-mail: <u>info@sudburykartsport</u> website: <u>www.realracing.ca</u> or <u>www.sudburykartsport.com</u>

### SUDBURY KARTSPORT INC. Release of liability, waiver of claims, assumption of risks and indemnity agreement

I, <u>APPLICANTS NAME HERE</u> IN CONSIDERATION of being granted the benefits of MEMBERSHIP in the SUDBURY KARTSPORT INC., hereinafter referred to as S.K.I.;

1) THE UNDERSIGNED, for myself, my personal representative, heirs, next of kin, successors and assigns, DO:

(a) HERBY 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 our participating in a S.K.I. event or time trial during the actual sanctioned period.

(b) HERBY AGREE to be bound by all of the rules of S.K.I. 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 S.K.I. 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 additional volunteer workers assisting in sanctioned S.K.I. race and time trial activities, 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 S.K.I. race or time trial activity or part thereof, during the actual sanction period and 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 event 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 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 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 S.K.I. 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 CONSIDERAION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to the S.K.I., and do declare it as my lawful agent and representative regarding such rights, I AGREE the S.K.I., 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 proposes.

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the forgoing, I accept the VALUABLE BENEFITS OF MEMBERSHIP as good, valid and adequate considerations, the statements in my application are true and the RELEASEES 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 this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT:	APPLICANT SIGNATURE	WITNESS:	WITNESS SIGNATURE
IF THE APPLICAN	T IS UNDER 18 YEARS OF AGE, A PAR	RENT OR LEGAL GUA	ARDIAN MUST SIGN THIS BELOW:

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I, <u>PARENT/GUARDIAN NAME</u> THE PARENT OR LEGAL GARDIAN OF THE APPLICANT, WARRANT THAT I have read and understand all of the forgoing and also WARRANT THAT the minor applicant also understands this agreement.

PARENT/GUARDIAN:	PARENT/0	GUARDIAN SI	GNATU	IRE WITNESS	S:	WITI	VESS SIGNATU	RE	
APPLICATION FOR	SUDBURY	KARTSPORT	INC.	MEMBERSHIP	WILL 1	NOT BE	CONSIDERED	UNLESS	THIS
AGREEMENT IS CON	<b>IPLETE AN</b>	D PROPERLY	SIGNI	ED.					