

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

## WAIVER, RELEASE & INDEMNITY

I understand and agree that my participation in events and programs conducted and/or sanctioned by the Radio Control Gas and Electric Auto Racers Society of Calgary(RCGEARS) is conditional upon my execution of this document.

1. I am aware that radio control vehicles, and in particular competitive racing of these vehicles, involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with RCGEARS events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safely continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **RCGEARS, the Landlord and all other Releases** from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.
6. I **AGREE NOT TO SUE** and I further agree **TO INDEMNITY AND SAVE HARMLESS** the Releasees and Landlord from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, including the giving up of my right to sue and other substantial legal rights.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above. *I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees*

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_