



Durham Offroad RC Club waiver form

IN CONSIDERATION for being permitted to participate as a track marshal at the Durham Offroad RC track located at Bowmanville Ontario, THE UNDERSIGNED PARTICIPANTS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Durham Offroad RC Club, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct any events and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their 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 death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event;

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating as a Track Marshal in the event and whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED PARTICIPANTS agree that while at the track, the use of alcohol or any substance which affects my ability to function or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.

4. THE UNDERSIGNED AGREES that he or she will not use or operate any RC vehicles while at the track.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while at the track.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Name:-----

Signature:-----

Date:-----/-----/-----