

Rallye Défi – Sainte-Agathe and MRC Papineau

Septembre 11 + 12, 2009

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted in the RALLY, to compete and/or to enter for any purpose any area used by the rally, including but not limited to the service areas and competition surfaces(including special stages), each of the Undersigned, for himself and his personal representatives, assigns, heirs, and next of kin, agrees, and on the direct representation that he acknowledges awareness and knowledge of the types of roads to be used in the rally and the type of terrain through which the roads run and the skill required to drive on the roads and does further warrant that his participation in the scheduled event and his entrance upon any area used for the rally, constitute an acknowledgement that he has such knowledge and awareness as foresaid and that it is safe and reasonably suited for the purpose of the event for which this Release and Waiver applies:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Canadian Association of Rallysport, its Regions and Clubs, their officers and members, officials, marshals, car owners, drivers, service crews, participants, persons in the rally area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event, and each of them, their officers and employees, all for the purposes herein referred to as releasees, from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin, for all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in death to the undersigned, whether caused by the negligence of releasees or otherwise while the Undersigned is in or upon any area used for the rally, and/or competing or officiating in, working or for any purpose participating in the event;

2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from loss, liability, damage or cost they may incur due to the presence of the Undersigned in or upon any area used in the rally and whether caused by negligence of the Releasees or otherwise;

3. **I DECLARE THAT THE USE OF THE CAR HEREBY ENTERED IS COVERED BY INSURANCE** as required by the highway traffic act of the province in which the rally is run, which is valid for such parts of this event as shall take place on roads as defined in that Act;

4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to negligence of Releasees or otherwise while in or upon any area used for the rally, and/or competing or officiating in, working or for any purpose participating in the event.

Each of the Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Province 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 ALL LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

I have read the CARS Rally General Competition Rules, the CARS Rally Regulations and all other regulations in effect for this event and agree to abide by and be bound by such rules and regulations. I further agree to ensure that all associated crew members are similarly acquainted with these rules and regulations and agree to abide by them and be bound by them.

The entrant in signing this registration form and agreement and in consideration of the right to enter and compete in the event, agrees to participate in the event at his/her own risk. The entrant further agrees that he/she, the competitors and all associated crew members, shall execute a release agreement prior to their admission to the event.

Entrant	_____	_____	_____
	Printed name	Signature	Date
Driver	_____	_____	_____
	Printed name	Signature	Date
Co-Driver	_____	_____	_____
	Printed name	Signature	Date
Witness	_____	_____	_____
	Printed name	Signature	Date

If an entrant or competitor is under the legal age of majority, this form must be countersigned by the appropriate parent or guardian.

Parent/ Guardian	_____	_____	_____
	Printed name	Signature	Date
	_____	_____	_____
	Address	City	Prov./State Postal code