

Membership Application



2020
Jan 1st, 2020 – Dec 31st, 2020

NAME: _____

ADDRESS: _____ CITY: _____

PROVINCE/STATE: _____ POSTAL CODE: _____

TELEPHONE: (home) _____ (work) _____ (cell) _____

Email: _____

I accept and agree to follow the MHARA bylaws, track rules and policies and class rules as published and amended from time to time. I further agree that I will do my best to participate in a sportsmanlike manner and help whenever possible at club events and functions.

APPLICANT'S LEGAL SIGNATURE (in ink) _____

PRINTED NAME: (in ink) _____

DATE: _____

NOTE: MHARA WILL KEEP ALL INFORMATION STRICTLY CONFIDENTIAL.

ALL MEMEBERSHIP APPLICATIONS MUST BE SUBMITTED IN PERSON TO THE SECRATARTY, MAILED TO;

P.O. BOX 849 Med Hat, AB T1A 7G7, OR EMAILED TO MHARARacing@gmail.com

ALL MONEY SHOULD BE MADE PAYABLE TO THE MHARA. Cost \$60 per person



PERSONAL INFORMATION CONSENT

2020
Jan 1st, 2020 – Dec 31st, 2020

By providing personal information to the Medicine Hat Auto Racing Association, the applicant consents to Medicine Hat Auto Racing Association's collection, retention and disclosure of that information for any and all purposes and uses as permitted or contemplated under the above described membership application and as needed to comply with any legal requirements.

APPLICANT'S LEGAL SIGNATURE (in ink) _____

PRINTED NAME: (in ink) _____

DATE: _____

YOU MUST COMPLETE REVERSE SIDE OF THIS APPLICATION



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

In full or partial consideration for allowing me to participate in all related events and activities of the EVENT (s), I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation, whether as a competitor, crew person, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this EVENT(s) and that my protective clothing, gear and equipment is fit and appropriate for my role as participant in this EVENT(s)
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT(s), the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation and notify the nearest officials, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotion or mental fitness, or that of my protective clothing, gear or equipment for continued safe participation in the EVENT(s)

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the EVENT(s) even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any person associated therewith or otherwise participating in the EVENT(s) in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s) entities or organization(s) associated in any way with the EVENT(s) including the track promoters, lessees, sanctioning bodies, racing associations or any consultant and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT (s) or event premises, their parents subsidiaries, wholesalers, affiliated corporations and each of them and the respective directors, officers, employees, guides, contractors, agents and representatives of each of them (all of whom are collectively referred to as "the Releasees) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity at the EVENT(s) due to any cause whatsoever. INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEASEE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs for damages of any form or type howsoever caused or arising, and whether directly or indirectly from my participation in aspect(s) of the EVENT(s) and
4. AN AGREEMENT TO INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEES, and each of them from any litigation expense, legal fees, liability, damage award or cost of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts of the Province in which the EVENT (s) occurs. I further expressly agree that the foregoing RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by law of the Province in which the EVENT (S) 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.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND /OR PROPERTY DAMAGE AND THAT MY HEIRS AND NEXT OF KIN HAVE BEEN SO ADVISED.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made

APPLICANT'S LEGAL SIGNATURE (in ink) _____ PRINTED NAME: _____

WITNESS SIGNATURE (IN INK) _____ PRINTED NAME: _____

DATE: _____

Board Approved: _____ / _____ / _____ / _____ / _____ / _____ / _____ Date: _____