

**Vancouver Island Roadster Car Club
dba Club Miata Vancouver Island
General Membership Waiver (One Per Person)**

*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, activities, or socials of the EVENTS, organized by the Vancouver Island Roadster Car Club (DBA Club Miata Vancouver Island), 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, student, 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 EVENTS, and that my protective clothing, gear, and equipment is fit and appropriate for my role as a participant in EVENTS; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENTS the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, 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, emotional, or mental fitness, or that my protective clothing, gear, or equipment, for continued safe participation in the EVENTS.

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

5. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any EVENT, even if arising from the negligence or gross negligence, including many compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the EVENTS in any capacity; and
6. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against Vancouver Island Roadster Car Club (DBA Club Miata Vancouver Island), any person(s), entities or organization(s) associated in any way with the EVENTS including the promoters, participants, officials, car owners, drivers, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents, and representatives (all of home 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 EVENTS, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
7. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the EVENTS; and
8. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, aware or cost, of any form or type whatsoever, that 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.
9. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENTS occur.

I HAVE READ AND UNDERSTAND THIS 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 MY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

<p>_____ Signature of Member or Associate Member</p>	<p>_____ Print Name of Member or Associate Member</p>	<p>_____ Signature of Witness</p>	<p>_____ Print Name of Witness</p>
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