

# Double Diamond Race League Liability Release Form 2009-2010

Printed Name \_\_\_\_\_

Team Name \_\_\_\_\_

Email Address \_\_\_\_\_

T-shirt size \_\_\_\_\_ Are you a season pass holder?      Y      N

## THIS IS A RELEASE WAIVER AND RELEASE FROM LIABILITY

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to complete, officiate, observe, work for, or for any purpose participate in any way in the race league, **EACH OF THE UNDERSIGNED**, himself, his personal representatives, heirs, next of kin, acknowledges, agrees, and represents that he has or will immediately upon entering any of such restricted areas and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Tyrol Basin Corp., the promoters, other participants, operators, officials, any persons in a restricted area, 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 any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death or the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasee and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating in, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area or in any way competing, officiating in, observing, or working for, or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and /or death and/or property damage. EACH OF THE UNDERSIGNED further 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 or State in which the event 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.

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

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releasees during the entire season and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

PRINT NAME HERE \_\_\_\_\_

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

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_