

## **Winnipeg Sports Car Club (WSCC) General Waiver (Not For Minors)**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU 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 EVENTS, 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;
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;
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 of my protective clothing, gear or equipment.

**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 the EVENTS 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 persons associated therewith or otherwise participating in the EVENTS in any capacity;
6. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against WSCC, any person(s), entities or organization(s) associated in any way with the EVENTS including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENTS or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (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 premises 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, INCLUDING ANY DUTY OF CARE OWED UNDER THE APPLICABLE 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, whether directly or indirectly from my participation in any aspect(s) of the EVENTS;
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, 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; and
9. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENTS occur.

**ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK REGARDING COVID-19**



In full or partial consideration of permitting me to participate in all related events and activities of the EVENTS, I hereby acknowledge and agree that

10. I acknowledge that the World Health Organization has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and am/are aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including those arising from the failure to follow physical distancing protocols, flowing from COVID-19, and that I am assuming, on my own behalf, all health risks and adverse health related consequences caused by or arising from engaging in or my participation in any related events or activities of the EVENTS ("the Assumed Risks");

11. I acknowledge that WSCC has developed and is implementing Protocols under its COVID-19 Policy and Practices Directive and Supplementary Regulations, which apply to all EVENTS, the most recent versions of which will be posted from time to time on the WSCC website. I specifically acknowledge that I have reviewed and familiarized myself with these Protocols, that I will abide by the Protocols, and that the Protocols are subject to all federal, provincial and municipal laws, regulations, by-laws and Public Health Orders as may exist from time to time.
12. I hereby release the Releasees from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which I may suffer arising out of or connected with the Assumed Risks, the content or implementation of the Protocols (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in, the EVENTS, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.
13. I do hereby agree to indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by myself, arising out of or connected with the Assumed Risks as they relate to me, the content or implementation of the Protocols as they relate to me and my preparation for and/or participation in any of the EVENTS.
14. I hereby acknowledge and agree:
  - (a) that I understand that none of the Releasees assumes any responsibility whatsoever for my safety during the course of any preparation for or participation in the aforesaid EVENTS;
  - (b) that I will comply with the implementation of the Protocols and that any failure on my to comply with the Protocols and their implementation may have consequences (including without limitation a withdrawal of permission for me to participate in the EVENTS) and could jeopardize relevant insurance coverage;
  - (c) that I understand that the implementation of the Protocols may involve the collection, use and disclosure of personal information about me and I consent to same;
  - (d) that I have completed and am in compliance with the Province of Manitoba on-line COVID-19 screening checklist - available at the following link:  
[www.gov.mb.ca/asset\\_library/en/coronavirus/covid19\\_screening\\_checklist.pdf](http://www.gov.mb.ca/asset_library/en/coronavirus/covid19_screening_checklist.pdf)
  - (e) that I have carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK that I fully understand same, and that I am are freely and voluntarily executing same;
  - (f) that I have the opportunity and that I am encouraged to seek independent legal advice prior to signing this document.
  - (g) that I understand that the WSCC will not permit me to participate in the EVENTS unless I sign this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK, which applies to all EVENTS whether occurring in the near or distant future and that the terms of this document need not be brought to my attention each time I participate in an EVENT in order for it to be effective;

**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 MAY HAVE AGAINST THE RELEASEES.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT**

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<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center; margin-bottom: 5px;">  </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Signature of Witness</b>  <small>not required if submitted electronically</small></p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Print Name of Witness</b></p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Date Release Signed</b></p>