

**Okanagan Valley Japanese Roadster Club Society
(doing business as Okanagan Valley Miata Club)
General Waiver**

Event Name: _____ **Event Date:** _____

**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**, 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 in motoring events. I have satisfied myself and believe that I am physically, emotionally, and mentally able to participate in this **Event**.

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

2. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any and all vehicle runs, and related activities, meetings, and events (“the **Event**”) 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 **Event** in any capacity; and
3. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against the Okanagan Valley Japanese Roadster Club Society, its directors, officers, and employees, any person(s), entities or organization(s) associated in any way with the Event including the 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 Event 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 in any capacity at, the Event, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING DUTY OF CARE OWED UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES.
4. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any for or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect of the **Event**; and
5. AN AGREEMENT TO INDEMNIFY, and to SAVE and to HOLD HARMLESS the RELEASEES, 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 gross negligence of the Releasees or otherwise as stated above.
6. AN AGREEMENT that this document be governed by the laws, and in the courts, of the province in which the **Event** occurs.

[OVER]

