

Island Cup 2022

Waiver of Liability, Assumption of Risks and Release Agreement

One form per participant (Driver and Spotter)

*Wherever mentioned in this or any other document, Island Cup and Westshore Spring & 4x4 Inc.

and Westshore Motorsports Park, with which Island Cup and Westshore Spring & 4x4 Inc contracts or arranges for the use of land for events, such reference is intended to include all officers, directors, affiliates, committee members, volunteers, agents, servants, staff, employees and contractors of each entity. Throughout this and any other agreement, they are collectively and individually referred to as "Island Cup/WSS/ Westshore Motorsports Park".

WARNING:

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

Driving vehicles off-road, whether on work roads, trails or over rocks/boulders, is dangerous and contains hazards and risks that can result in damage, including injury, property damage and death ("damages" throughout). I am fully aware that participation in this activity, whether driving, riding as a passenger or observing, is hazardous and involves risk. In consideration of Island Cup/WSS/Westshore Motorsports Park allowing me to utilize the lands and facilities and participate in events and related activities of Island Cup/WSS/Westshore Motorsports Park, I HEREBY ACKNOWLEDGE AND REPRESENT FOR MYSELF, MY SUCCESSORS, HEIRS, ASSIGNS, EXECUTORS AND ADMINISTRATORS THE FOLLOWING:

1. PARTICIPANT INFORMATION

Date _____
Name of Participant _____
Address _____
Telephone Number _____
Date of Birth _____
Emergency Contact Name _____ Phone No. _____

2. ASSUMPTION OF RISK: I know and understand the scope, nature, and extent of the risks associated with operating a motor vehicle off-road. I willingly and knowingly accept those risks, and I willingly and knowingly accept all legal responsibility for any personal injury, death or property damage which results from my participation in this event and my use of the facilities, equipment and property of Island Cup/WSS/Westshore Motor Sports Park.

2.2 I understand that there are rules that apply to all participants in the event, and that it is my responsibility to have a complete understanding of the event rules. The rules are included in the competitor welcome package.

2.3 I am aware of and understand the possible dangers, hazards and risks, sometimes extreme, associated with driving a vehicle off-road and all related activities, which may result in muscular injuries; soft tissue injuries; broken bones; bruises; scrapes; cuts; sprains; dislocation, head, facial, eye and/or dental injuries; and SEVERE OR FATAL INJURY

(INITIAL) _____

3. DISCLAIMER CLAUSE

Island Cup/WSS/Westshore Motor Sports Park, its directors, officers, employees, volunteers, and agents are not responsible for any death, injury, loss, or damage of any kind suffered by any person during participation in the Island Cup and all related activities of the event, including injury, loss or damage that might be caused by the negligence of the Island Cup/WSS/Westshore Motorsports Park.

(INITIAL) _____

4. RELEASE FROM LIABILITY: I release and hold harmless Island Cup/WSS/ Westshore Motor Sports Park from any and all liability for any claim, loss, damages (as defined above), regardless of the cause, including negligence of Island Cup/WSS/Westshore Motorsports Park, sustained by me or my property while participating in events covered by this Agreement. By entering into this Agreement, I understand that I am surrendering legal rights which I may otherwise have against Island Cup/WSS/Westshore Motorsports Park.

(INITIAL) _____

5. COVENANT NOT TO SUE Island Cup/WSS/Westshore Motorsports Park: I will not make any claim or bring any legal action or voluntarily assist in any legal action against Island Cup/WSS/ Westshore Motorsports Park, nor permit anyone else to do so on my behalf for any claim, loss, damages (as defined above) sustained by me or my property during events covered by this Agreement. It is my express intention to waive any and all claims which I have, or might have, or which anyone may have acting on my behalf, to bring any form of civil suit arising out of my participation in the event.

(INITIAL) _____

6. COVENANT NOT TO SUE EVENT PARTICIPANTS: I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other participant for their actions or conduct arising from their activities in managing or assisting with the managing of any event covered by this Agreement.

(INITIAL) _____

7. INDEMNIFICATION AGAINST OTHER CLAIMS: I agree to indemnify and hold

Island Cup/WSS/Byron Connell harmless from all claims and suits by anyone, including insurance carriers, for personal injuries, death or property damage arising out of my participation in this event and/or my use of the facilities and property of Island Cup/WSS/ Westshore Motorsports Park. I agree to pay to each indemnified party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by Island Cup/WSS/ Westshore Motorsports Park as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions.

(INITIAL) _____

8. SURVIVAL OF OBLIGATIONS: Any and all obligations, representations, waivers, etc. assumed by me, and promises made by me, under this Agreement shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Agreement and make no claim against Island Cup/WSS/ Westshore Motorsports Park for any claim, loss, damages (as defined above) which this Agreement purports to cover and release.

(INITIAL) _____

9. We are not responsible if you catch covid-19 while traveling to or attending this event. I agree to follow current covid-19 safety measures.

(INITIAL) _____

I have read and understand the above representations, I understand the content and purpose for each, and I agree to abide by them. I clearly understand that I am surrendering legal rights that I may otherwise have against Island Cup/WSS/Westshore Motorsports Park.

IN WITNESS THEREOF, the undersigned has executed this Agreement

Dated _____

Participant Printed Name

Participant Signature

Please return this release waiver to the Registration/T-shirt Booth before competition.