

## Waiver for a Minor child/ward

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNTIY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

## Annapolis Valley Exhibition Modified Truck & Tractor Pulls

the "EVENT)

Date released signed

In full or partial consideration for allowing my minor child/ward to participate in all relation activities to the EVENT, I hereby warrant and agree that:

- 1. I am parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely \_\_\_\_\_\_; and
- 2. I am familiar with and accept, on behalf of myself and my minor child/ward, 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 an in particular being allowed to enter, for any reason, any restricted area; and
- 3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this EVENT; and
- 4. I understand, and will instruct my minor child/ward that regardless of his/her role, all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
- 5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe unusual hazard or unsafe condition, or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness, or that of his/her protective clothing, gear or equipment. For continued participation in the EVENT.

## I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONNAL REPRESENTATIVES AND NEXT OF KIN. MYSELF. MY HEIRS, ASSIGNS, PERONAL REPRESENTATIVES AND ENCT OF KIN THAT MY EXECUTUION OF THIS DOCUMENT CONSTUTITUES:

- 1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in the EVENT by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused my negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons associated there with or participation there in; and
- 2. A FULL AND FINAL RELEASE, AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against any person(s), entities, or organization(s) associated in any way with the EVENT including the track 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, 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 my participation in any part of, or presence 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 ANY DUTY OF CARE OWED UNDER THE RELEVANT ICCUOIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
- 3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury cost and damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in any aspect of the EVENT; and
- 4. AN AGREEMENT TO UNDEMNIFY, 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 whether the claim is based on the negligence of the Releasees or otherwise.
- 5. AN AGREEMENT that this document be governed by the laws of the province in which the EVENT occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT ANDI AM AWATE THAT BY SIGNING THIS AGREEMENT I AM WAIVING VERTAIN SUBSTANTITAL LEGAL RIGHTS WHICH MY MINOR CHILD/WAARD. HIS/HER HIERS, NEXT OF KIN, EXECUTORS. ADMINISTORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WRD MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WUTHOUT INDUCEMENT

Signature of Parent/Guardian(s)

Printed name of Parent/Guardian

Signature of Witness