

company # is 2582852 Ontario LTD o/a **Sauble Speedway**  *Mailing Address:* 849 Sauble Falls Parkway, South Bruce Peninsula N0H 2T0 *Speedway Address:* 1095 Bruce Road 14, Hepworth, Ontario N0H 1P0 Tel:519-422-1422 saublespeedway.ca General Manager Brad Holmes Email: brad@saublespeedway.ca

2024 Sauble Late Model Registration

Requested Car # Year:	Make:	Model:
Driver Name:	_Age: Email:	
Address / City / PC:		-4
Contact Phone #:	Health Card #:	
Social Media Accounts: Website:		
Facebook:	Instagram:	
Twitter:		
Sponsors:		

## Agreement

**Contract:** I am independent contractor assuming all responsibilitys for money received as a result of my activities including without eliminating income tax, workmen's compensation, and withholding taxes. I am not an employee, servant, or agent of the speedway.

**Benefits:** I agree that myself, executors and assigns will be entitled only to the benefits of the Competitor Accident Policy procured by the speedway for accidental injuries which are a result of external, violent and visible means sustained in Speedway events. The foregoing shall constitute the limit of liability of the Speedway for such injuries occurring to me in any Speedway event provided proper notification is given.

**Compliance:** The undersigned agrees to abide by all rules and regulations of the Speedway now published or hereinafter modified. In consideration of the acceptance by the Speedway of this agreement the undersigned recognized his obligation to the public and Speedway, which posts the prize money and conducts the event, and agrees to compete in all events when qualified if humanly possible.

**Breach and Damage:** In the event the undersigned breaches this agreement, he shall be liable for actual and liquidated damages sustained by the Speedway. OWNERSHIP; (If owner of a registered car) I certify I have good and marketable title to the competition to the vehicle free from liens and encumbrances, and will deliver good and marketable title to said vehicle or any part thereof in the event the same is claimed pursuant to the rules.

Arbitration: Any controversy of claim arising out of or relating to this agreement, including any alleged breach, shall be settled in accordance with the rules and regulations of the Speedway and the undersigned agrees to accept the decision rendered by this process.

Dated this	Day of	20			
Legal Signature					
Registration Car # Transponder #:	Ler Cement p this regist schedule limited	Truck & Hauler ngth: oad rental included wit tration, for this car # for ed events. Please note quantities available. Office Use Only nt Pad #:	or Amount Paid: \$ Paid To: Date:	<b>Paid By:</b> [ ] Debit [ ] Credit card [ ] eTransfer [ ] Cheque [ ] Cash	
	Cemer	IL Fau #	To Pay By Etransfer: tina@saublespeedway.ca		

Please Read Back Page Of This Form, and Sign: RELEASE AND WAIVER OF Liability And INDEMNITY AGREEMENT

## **RELEASE AND WAIVER OF Liability And INDEMNITY AGREEMENT** This section must be carefully read and signed by the 'Applicant', regardless of age

The 'Applicant', on behalf of himself, his personals representatives, heirs, assigns and next of kin, in consideration of approval of this application, and of being permitted to enter for purpose any Restricted Area, agrees to as follows.

**1.** Restricted Area includes but is not limited to the racing surface, pit area, paddock area, walkways, concessions, and any area where any activity related to an event will take place. Event means any racing actively taking place at a track includes races, practise sessions, qualifications, testing, and any similar activity.

2. The Applicant has inspected, or immediately and continously there-after upon entering any Restricted Area will inspect, all Restricted Area. The Applicant warrants that by entering into any Restricted Area and by his participating in the Event, he has found and accepts all Restricted Area as safe and reasonably suited for the purpose of his use. He further warrants that if, at any time, he is in or about a Restricted Area and feels anything to be unsafe, he will immediately advise the Event official of same and leave Restricted Area.

**3.** The Applicant Release, Waives and Discharges and Covenants Not To Sue "Sauble Speedway", or Township nor Municipalities, the promoter, track operator, track owner, officials, car owners, drivers, pit crews, participants, sponsors, (whether event sponsors, series sponsors, car sponsors, or other sponsors) manufacturers of all racing equipment used in the Event, advertisers, any persons in any Restricted Area, and the officers, directors, partners, agents, employees, assigns and successors-in-interest of any of the foregoing (hereinafter referred to as releasee'), from and for all liability, loss damage, claim, action and possible causes of action of any kind whatsoever arising out of any loss, damage, injury (including death) that may be sustained by the Applicant directly or indirectly or indirectly while the Applicant is in, about or enroute to or from the Restricted Area, and / or competing, officiating, observing, working for, or for any purpose participating in the Event.

**4.** The Appliant Agrees To Indemnify And Save And Hold Harmless the releasee from any loss, liability, damage, or cost they may incur due to the presence of the Applicant in or for any purpose participating in the Event, whether caused by negligence of the releasee or otherwise.

**5.** The Applicant Assumes Full Responsibility For And Risk of Bodily Injury, Death or Property Damage due to the negligence of releasee or otherwise while in or upon the Restricted Area or while competing, officiating, observing or working for, or for any purpose participating in the Event.

**6.** 'Sauble Speedway' It's Duly Authorized Agents and Assigns, may use the Applicant's name, likeness and photographs of the Applicant's cars, including photographs of the Applicant's cars taken during the Event, in any way, medium or material for promoting, advertising, recording or reporting any 'Sauble Speedway' sanctioned Event(s) before, during, or after such Event(s), including but not limited to digital media, social media, television and radio broadcasts film productions, videotape reproductions and the like, and do hereby relinquish all rights thereto for these purposes.

7. The Applicant expressly acknowledges and agrees that the activities of the Event are very dangerous and involve risk of serious injury and / or property damage. The Applicant further 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, not with standing, continue in full legal force and effect.

## The Applicant has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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