



**RELEASE OF SCHOOL BOARD LIABILITY AND INDEMNITY
(HIGH SCHOOL BRACKET RACING)**

IMPORTANT NOTICE-THIS IS A LEGALLY BINDING CONTRACT. IT IS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, READ IT VERY CAREFULLY BEFORE SIGNING IT. BY SIGNING IT, YOU GIVE UP CERTAIN LEGAL RIGHTS. CONSULT A LAWYER FIRST IF YOU HAVE ANY QUESTIONS.

This document refers to the persons named below as parents or guardians as the “Releasing parties”, to the student named below as the “Student” and to The Board of School Trustees of School District No. 36 (Surrey) and its elected and appointed officials, employees and agents collectively as the “Board”.

In consideration of the Student being permitted to participate in any way in high school bracket racing, motorsport, activities of any kind, or being permitted to enter for any purpose any restricted area (defined to be any area which required special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), the Releasing Parties and the Student jointly and severally agree with the Board as follows:

1. The Student and the Releasing Parties recognize that motorsport, including car racing, carries with it a serious risk of personal injury or death. The Student agrees that he or she has decided to participate fully recognizing that risk, and accepting the potentially serious consequences. The Releasing Parties know the nature of the car racing event(s) and the Student’s experience and capabilities, and believe the Student to be qualified to participate in such event(s). It is solely the responsibility of the Releasing Parties to inspect the premises, facilities and equipment to be used or with which the Student may come in contact. If the Releasing Parties or the Student believe anything is unsafe, the Releasing Parties will instruct the Student to, or the Student will, immediately leave and not participate further in the event.
2. The Releasing Parties fully understand, and will instruct the Student, that: (1) the activities of the event are very dangerous and participation in the event(s) and entry into restricted areas involve risks and dangers of serious bodily injury, including permanent disability, paralysis or death; (2) risks may be caused by the Student’s own actions, or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition or layout of the premises and equipment, or the negligence of others; (3) there may be other risks not now known to the Releasing Parties or that are not foreseeable at this time; and (4) the social and economic losses or damages that could result from the risks could be severe and could, for example, permanently change the Student’s future in a drastic way.
3. The Releasing Parties consent to the Student’s participating in the event(s), and entry into restricted areas, and accept and assume all risks, known and unknown, including those described in paragraph 2 above, and assume all responsibility for the losses, costs and damages from personal injury or death, even if caused in whole or in part, directly or indirectly, by the negligence of the Board or others.
4. The Releasing Parties jointly and severally irrevocably release the Board from any legal liability or other legal obligation the Board may have to any or all of them in connection with participation by the Student in any motorsport activity, including any car race. The Releasing Parties and the Student recognize and agree this means that any right any or all of them might have to sue the Board, to be paid damages by the Board or to be compensated or protected by the Board, is released and given up forever. This applies to (1) any personal injury or death suffered by the Student or any of the Releasing Parties, (2) any property damage or loss suffered by the Student or the Releasing Parties and (3) any other liability, damage, loss or expense of any kind suffered or incurred by the Student or any of the Releasing Parties. Specifically, the Releasing Parties each irrevocably release and waive (and agree not to claim, start or participate in any court action regarding) any action, cause of action, right, claim, liability, loss, expense or damage any of them might have against the Board in connection with any personal injury, death, property damage or loss, or any other kind of damage, loss or expense of any kind suffered or incurred by the Student or any or all of the Releasing Parties. The Releasing Parties and the Student also agree that because of the nature of motorsport, including car racing, they agree to jointly and severally indemnify and hold harmless the Board from and against everything described in this paragraph. If, despite this release, the Releasing Parties, the Student or anyone on the Student’s behalf sues or makes a claim against the Board, the Releasing Parties agree to indemnify and save and hold harmless the Board from any legal fees and expenses, loss, liability, damage or cost the Board may incur due to the claim made against the Board, whether the claim is based on the negligence of the Board or otherwise.
5. The Releasing Parties and the Student acknowledge that the Board is not a sponsor, organizer, operator or supervisor of any race or race-related event or activity and that it has no obligation or liability in

connection with any motorsport activity, including any car race. This includes transportation to and from any motorsport activity, including the transport of any race car.

6. The Releasing Parties and the Student agree that it is their sole risk and responsibility to insure themselves against liability they incur to others and to insure themselves against any personal injury, disability, loss or damage they may suffer, including by obtaining motor vehicle liability and loss insurance, accident insurance for hospital and medical expenses and disability insurance.
7. The Student agrees that he or she has obtained the Releasing Parties' consent to participate in the event and that the Student understands that he or she assumes all of the risks if he or she is injured or killed in any motorsport activity, including any car race and states the following:
 - a) I believe, and represent to the Board, that I am qualified to participate in motorsport activity, including any car races. It is my responsibility to inspect the premises and equipment for each event and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event.
 - b) understand that the activities of the event are dangerous and involve risks and dangers, including of my being seriously injured, disabled or killed.
 - c) I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event, the rules of the event, the condition and layout of the premises and equipment, faulty equipment, or the negligence of others, including those persons responsible for conducting the event.
 - d) I accept and assume all these risks and want to be allowed to participate regardless.

Each person who signs this documents agrees to be bound by it as a contract between that person and the Board and as a deed executed and delivered under seal by that person to the Board. This document does not need to be signed by everyone to be effective. It is effective against anyone signing below as soon as they sign it.

All parents or legal guardians must sign

The above terms are agreed to as a contract and as a deed executed and delivered under seal by each of the following persons

Signed by Student:

_____ (Legal Seal)	Witness	_____
Print name here: _____	Print name here: _____	
Date Signed: _____	Phone: _____	

Signed by parent or legal guardian of Student:

_____ (Legal Seal)	Witness	_____
Print name here: _____	Print name here: _____	
Date Signed: _____	Phone: _____	

Signed by parent or legal guardian of Student:

_____ (Legal Seal)	Witness	_____
Print name here: _____	Print name here: _____	
Date Signed: _____	Phone: _____	

Student's School _____