



# INDY KARTING SERIES 2012 AGREEMENT/WAIVER

## Agreement of Release, Waiver of Liability Assumption of Risk, and Indemnity Agreement

**IN CONSIDERATION** of being permitted to participate in any way in the event(s) of Indy Karting Series (IKS);

1. **THE UNDERSIGNED**, for myself, my personal representatives, next of kin, successors and assigns, **DO**:
- a) **HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES** of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our kart, motor, properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of our participating with IKS at any event or time trial during that period.
  - b) **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE IKS**, including all its corporate, elected and appointed officials, all hereinafter referred to as "Releasees" from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any race or time trial activity or part thereof, during the actual sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the Releasee or otherwise or participation in duty the wrong, or upon any alleged breach of any statutory or obligation.
  - c) **HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the Releasees or otherwise.
  - d) **HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of Releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.
  - e) **THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE: THE UNDERSIGNED** further expressly 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, notwithstanding continue in full legal force and effect.
  - f) **HEREBY ACKNOWLEDGE AND AGREE** that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose while participating in any sanctioned events, including practice, qualification, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcriptions thereof.
  - g) **IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT**, I hereby assign all commercial communications and broadcast rights to the IKS, and do declare it as my lawful agent and representative regarding such rights. I **AGREE** that IKS, or its assigns, on a non-exclusive basis, may use my name and pictures of my racing equipment, and pictures taken at my sanctioned event for publicity purposes.

**BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT** I have read and understand all of the foregoing. The statements in my application are true and the Releasees will rely on them and upon all my commitments in entering a driving contract with me.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Driver**

\_\_\_\_\_  
*Printed name of driver*

\_\_\_\_\_  
*Signature of driver*

**Witness**

\_\_\_\_\_  
*Printed name of witness*

\_\_\_\_\_  
*Signature of witness*

**If driver is a minor:**

\_\_\_\_\_  
*Printed name of parent or guardian*

\_\_\_\_\_  
*Signature of parent or guardian*

If driver is a minor,  
minor and  
parent/guardian  
must also  
complete IKS  
forms M03 and  
M04

IKS-M05