

X-Life Racing Club - Child Enrollment

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Child#1 name _____ Birthday _____

Medical # _____ Doctor _____

Allergies _____ Medications _____

Email: _____

Permission to drive: - Guardians signature _____

Permission to race: - Guardians signature _____

Permission to use power tools: - Guardians signature _____

Child#2 name _____ Birthday _____

Medical # _____ Doctor _____

Allergies _____ Medications _____

Email: _____

Permission to drive: - Guardians signature _____

Permission to race: - Guardians signature _____

Permission to use power tools: - Guardians signature _____

Legal Guardian's names _____

Relationship to child(ren) _____

Home address _____

Primary email _____ Secondary email _____

Home phone _____ work ph. _____ cell _____

Emergency contact name _____ phone _____

X-Life programs are for children who want to live drug and alcohol free. All kids will be given limited education on the use of drugs and alcohol through the Too Good for Drugs program and be held accountable to living free from their use. Parents may be consulted if participants have behavior patterns that indicate the use of drugs or alcohol. Due to the risks associated with racing and driving, periodic and random drug tests are mandatory for all participants. Participants will be tested for a range of recent drug use including THC and alcohol. Guardian hereby gives permission for these random, noninvasive tests (saliva and/or hair and/or urine) to be conducted for their child(ren).

RELEASE OF LIABILITY, WAIVER OF CLAIMS

For all X-Life Programs

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

ASSUMPTION OF RISKS

I am aware that driving a vehicle, racing a vehicle, snowmobiling, tobogganing, hiking and other physical activities (hereinafter collectively referred to as the "**Activities**") involve many risks, dangers and hazards including, but not limited to: driving or racing a vehicle as a driver or passenger, snowmobiling as a passenger or driver, being towed behind a snowmobile on a tube or toboggan, driving to/from Activities; changing weather conditions; avalanches; loss of balance or control; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow, ice or mud on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial obstacles or jumps; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; other drivers, snowmobiles; safety gear, snocats, graders, industrial equipment, tools, road-banks or cut-banks or cliffs; collision with obstacles, fences, snowmobiles or other vehicles, equipment or structures; collision with other persons; being hit by a snowmobile or vehicle; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other drivers, participants, volunteers, supervisors, snowboarders, hikers and other persons; and **NEGLIGENCE ON THE PART OF X-LIFE YOUTH SOCIETY** and its and its directors, members, officers, employees, volunteers, associates, agents, representatives, sponsors, successors and assigns, **INCLUDING THE FAILURE ON THEIR PART TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I ACKNOWLEDGE THAT THE USE OF INTERMEDIATE OR ADVANCED ACTIVITIES, HIGH PERFORMANCE EQUIPMENT OR ATTEMPTING STUNTS, JUMPS, TRICKS OR ADVANCED MANEUVERS INVOLVES INCREASED RISK OF INJURY OR DEATH.**

**** ____ (INITIAL) Agreed To By: Participants (or Guardian if under 18) named in this Agreement**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of X-LIFE YOUTH SOCIETY accepting my participation in their program and allowing me to participate in Activities and use equipment and facilities (hereinafter referred to as "the facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Pemberton Speedway, X-Life Youth Society and their directors, members, officers, employees, volunteers, associates, agents, representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my Participation in the Activities, use of or my presence on the facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities or participation in the Activities;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

- In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this Agreement.

**** ____ (INITIAL) Agreed To By: Participants (or Guardian if under 18) named in this Agreement**

I ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND I WISH TO CONTINUE WITH PARTICIPATION WITH Activities.

**** ____ (INITIAL) Agreed To By: Participants (or Guardian if under 18) named in this Agreement**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

This Indemnity Agreement will remain in full force and effect for each succeeding year that the participant is engaged in the Activities and need not be renewed each year.

By signing below I agree to be bound by the terms and conditions of this agreement.

Full name of Participants, volunteers or staff	Signature of participant (or guardian if under legal age)

Date signed _____