

**MSDRA – Maine Snowmobile Drag Racing Association**  
**Annual Membership Application Form**  
**WAIVER AND RELEASE OF LIABILITY AGREEMENT**  
**Please read entire document and sign**

**Waiver and release from liability**

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public/spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representative, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, in any, in the event constitutes an acknowledgement that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted area(s):

- 1) **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MSDRA, the promoters, other participants, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers & employees, all for the purposes herein referred to as "releasee" , from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any all damage, & any claim or demands negligence of the releasee or otherwise while the undersigned is in or upon the restricted area, & /or competing, officiating, observing or working for, or for any purpose participating in the event.**
- 2) **HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the releasee 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 whether caused by the negligence of the releasee or otherwise.**
- 3) **HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee 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.**
- 4) **EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnify 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.**
- 5) **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. This waiver, release and indemnification agreement specifically embrace each and every sanctioned, authorized or promoted event by said releasee during the entire season and applies to each and every event, or activity herein above mentioned, and has the same effects as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified as to each and every event herein above described.**

**Compliance with rules**

MSDRA reserves the right to preclude the participation of any MSDRA event where MSDRA determines in its sole and absolute discretion that such action is warranted. Each participant expressly agrees to be bound by all of the decisions, rules and regulations of MSDRA and by decisions, rules and regulations, which are applicable to a particular event. The participant agrees to be bound by and abide by the decisions of the Race Director, his/her designee and other MSDRA officials at all MSDRA events. The participant by entering an event conducted by MSDRA also agrees that all decisions made during or incident to and event are final and may not be appealed or made the basis of litigation and agrees to release and waive from liability and agrees not to bring any action against the Race Director, his/her designees, MSDRA, or event officials for loss damage or injury caused by decisions, erroneous or otherwise, or decisions based on malfunctioning electronic or mechanical equipment, whether due to negligence or otherwise. The participant further agrees that any disputes concerning any event, the rules and regulations of MSDRA or any decision of MSDRA or MSDRA officials whether or not incident to an event shall be resolved exclusively pursuant to procedures provided for by MSDRA. The participant agrees to indemnify and hold harmless for any cost incurred by MSDRA as a result of the failure of the participant to comply with the procedures and proscriptions provided for by MSDRA. Should this document conflict with any other document this document shall prevail.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

I HAVE READ AND AGREE TO THIS RELEASE

**2010 MSDRA Annual Membership: Individual: \$75.00 Family: \$100 Team: \$150 (non-refundable)**  
**Individual = 1 number Family = 2 numbers Team = 4 numbers Additional number request \$10 each**

**Please Print**

**Name:** \_\_\_\_\_ **Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Number:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State/Prov:** \_\_\_\_\_ **SSN / Tax ID:** \_\_\_\_\_

**Country:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email address:** \_\_\_\_\_ **Additional Number(s) Request: (\$10 each)**

**Phone:** \_\_\_\_\_