

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter referred to as the "Release Agreement")

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

PLEASE READ CAREFULLY!

Initial _____

Name	Last	First	Initial	Telephone
Address	Street	City		Prov/State - Country
	Postal / Zip Code	Email		Birthdate YYYY / MM / DD
Emergency Contact	Name			Telephone

I, _____ (the "Racer") sign on the ____ day of _____, 20__ this RELEASE AND WAIVER OF LIABILITY (the "Release Agreement") for the 2023 Pacific Northwest Motorcycle Association race season, in favour of the Pacific Northwest Motorcycle Association, the Host Clubs, the Host Stakeholders (as these terms this are defined in the 2023 Race Schedule appended to the bottom of this Release Agreement and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, instructors, guides, contractors, subcontractors, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, and their successors and assigns (hereinafter collectively referred to as the "Releasees").

In this Release, the term "Off-Road Motorcycle Racing" shall include, but is not limited to: the use of off-road motorcycles, the use of staging areas and recreational camping facilities, race-style events and competitions (both individually timed and group race contests), competitions, demonstrations, public and private gatherings, and all related activities, services, and use of facilities, equipment, and/or terrain either provided by, made available by, or arranged by the Releasees.

ACKNOWLEDGEMENT-SAFETY

Initial _____

THE USE OF APPROVED SAFETY EQUIPMENT IS MANDATORY

I acknowledge that I have been advised I must, and I will, have the required safety equipment installed on my off-road motorcycle and wear the mandatory personal safety clothing and equipment on my person while participating in Off-Road Motorcycle Racing. Using proper safety equipment may be mandatory under applicable governmental law, and I am aware that Off-Road Riding may be subject to applicable government off-road vehicle legislation and regulations.

I acknowledge that my off-road motorcycle may be subject to inspection and approval by designated personnel before I am permitted to use the Releasees' facilities. I further acknowledge that I am solely responsible for the mechanical condition of my off-road motorcycle and inspection by designated personnel in no way guarantees that it is mechanically sound or safe to operate in the Off-Road Motorcycle Racing environment.

I acknowledge that I have read, and I will abide by, PNWMA policies including: PNWMA Rules, HELMETS, PNWMA Spark Arrestor Policy, PNWMA SPORTSMANSHIP CODE, PNWMA Off-Road Racers Handbook, and the 2023 BCORCS Rules, all as found on <https://pnwma.com/documents/>.

I am aware that the physical exertion required by Off-Road Motorcycle Racing and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Off-Road Motorcycle Racing.

I will immediately remove myself from Off-Road Motorcycle Race participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition, or if I feel that I have experienced any deterioration in my physical, emotional, or mental fitness, or in my protective clothing, gear, or equipment, that would impact my continued safe participation in any event.

I acknowledge and confirm that I will not be under the influence of drugs and/or alcohol while participating in Off-Road Motorcycle Racing.

DESCRIPTION AND ASSUMPTION OF RISKS

Initial

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Off-Road Motorcycle Racing, including the **RISK OF SEVERE INJURY OR DEATH**.

The trails, roads, and pathways used for Off-Road Motorcycle Racing can be uncontrolled, unmarked, in poor condition, and not inspected, and involve many risks, dangers and hazards. The Releasees make no representations as to whether the trails are safe.

Risks, dangers and hazards associated with Off-Road Motorcycle Racing may include, **but are not limited to**:

Accidents which occur during transportation to and from the location of participation, extreme variation in road/trail conditions and terrain, from natural or man-made hazards including hidden or exposed holes or depressions, rocks, cracks, uneven man-made or natural surfaces, washouts, gravel roads, trees, stumps, dead-fall and other natural objects, ice, snow, water or slippery conditions; falls, trips and slips; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and whiteouts; dangerous and unpredictable trail or driving conditions; hypothermia; frostbite; hyperthermia; dehydration; loss of balance or control and falls, particularly on steep, slippery, uneven or difficult terrain; errors of judgment; lack of preparation; inadequate, inappropriate, rockfalls, icefall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the area or other causes; improperly prepared or adjusted equipment; equipment failure, malfunction or loss; fires (including burns and damage to property therefrom); loss or damage to personal property; failure to act safely or within one's ability or within a designated area; impact or collision with other vehicles, persons, or objects; encounters with livestock, domestic or wild animals; animal bites; negligence of other individuals, becoming lost, going off route or becoming separated from one's event; and infectious and communicable disease, including but not limited to COVID-19, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Off-Road Motorcycle Racing occurs may not be reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Off-Road Motorcycle Racing also **MAY INCLUDE RISKS INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OFF-ROAD MOTORCYCLE RACING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Initial

In consideration of the RELEASEES agreeing to my participation in Off-Road Motorcycle Racing, I do hereby freely, voluntarily, and without duress agree as follows:

1.

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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, as a result of my participation in Off-Road Motorcycle Racing, **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 OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OFF-ROAD MOTORCYCLE RACING INCLUDING THE RISKS REFERRED TO ABOVE.**

2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my

participation in Off-Road Motorcycle Racing, as well as any loss of or damage to personal property as a consequence of Off-Road Motorcycle Racing.

3. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of a minor, if I am executing this Release as the parent/guardian on behalf the said minor participant of Off-Road Motorcycle Racing).
4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Off-Road Motorcycle Racing, I consent to such treatment as deemed necessary by the Releasees.
5. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Off-Road Motorcycle Racing.
7. I understand that the Releasees do not assume any responsibility for, or obligation, to provide financial assistance, insurance, or other assistance, included but not limited to medical, health or disability insurance, and applicable motor vehicle insurance.
8. I certify that no qualified medical professional has advised me to **not** participate in Off-Road Motorcycle Racing.
9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Off-Road Motorcycle Racing, other than what is set forth in this Release.

PHOTO/VIDEO RELEASE – I understand that during Off-Road Motorcycle Racing I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I confirm that I have read and understand this Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.

BY CLICKING THE CHECKBOXES ABOVE, APPLYING MY ELECTRONIC SIGNATURE WHERE PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON BELOW, I ACKNOWLEDGE, AGREE AND CERTIFY AS FOLLOWS:

- (a) **I HAVE READ AND REVIEWED THE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS;**
- (b) **THE ABOVE INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS AS OF THE DATE AND TIME THAT I HAVE CLICKED THE SUBMIT BUTTON;**
- (c) **I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES; AND**

(d) I HAVE THE POWER AND AUTHORITY TO AGREE TO THE AGREEMENT.

Dated: _____

_____ Racer's Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Racer's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name

2023 RACE SCHEDULE

Date	Event Name	Location	"Host Club"	"Host Stakeholders"
April 8/9, 2023	The Big Kahuna	Kamloops	Greater Kamloops Motorcycle Association	
May 6, 2023	Vedder Vengeance C&D Classes ONLY	Vedder	Vedder Mountain Motorcycle Club	Ministry of Environment and Climate Change, Recreational Sites and Trails BC, CRAG, Ts'elxwéyeqw
June 3/4, 2023	Piston Run	Chilliwack	Greater Vancouver Motorcycle Club	Ministry of Environment and Climate Change, Recreational Sites and Trails BC, Yamaha Canada, Daytona Motorsports
June 10/11, 2023	Chuwells	Kamloops	Greater Kamloops Motorcycle Association	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
June 17/18, 2023	Nicola Valley Bar Bender	Merritt	Nicola Valley Dirt Riders Association	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
July 1/2, 2023	Monkey Wrench	Lytton	West Coast Dirt Riders	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
September 2, 2023	The Night Pig Hare Scramble	Vernon	Okanagan Off Road Motorcycle Association	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
September 3, 2023	The Squealing Pig Cross Country	Vernon	Okanagan Off Road Motorcycle Association	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
September 16/17, 2023	Cat Scratch Fever	Squamish	Squamish Dirt Bike Association	Ministry of Environment and Climate Change, Recreational Sites and Trails BC
September 23/24, 2023	Tree Hugger	Castlegar	West Kootenay Recreational Dirt Bike and ATV Society	Ministry of Environment and Climate Change, Recreational Sites and Trails BC