

RACE # \_\_\_\_\_

## **PRO VINTAGE RACING, INC.'S MEMBERSHIP RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I understand snowmobiling in its various forms, including racing and operating vintage snowmobiles, involves risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, changes in weather and snow surfaces, ice, bare spots, debris, fences, posts, light poles, signs, buildings, padded and non-padded barriers, roads and walkways, grooming equipment, course banking and other terrain features, other snowmobiles, falls, collisions with other persons or snowmobiles, mechanical failures, the limited control of a snowmobile's maneuverability due to the nature of its design and operation, and other natural and man-made hazards. I freely accept and assume the risks associated with snowmobiling in its various forms.

In consideration of the purchase of a limited-term membership with Pro Vintage Racing, Inc., and participation in its events, **I RELEASE AND FULLY DISCHARGE Pro Vintage Racing, Inc., its owners, officers, shareholders, successors, assigns, agents and employees (collectively the "PRO VINTAGE RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any PRO VINTAGE RELEASEE, including any NEGLIGENT ACT OR OMISSION in:**

- the preparation, organization, coordination, location, operation or supervision of any event sponsored or conducted by Pro Vintage Racing, Inc.;
- the preparation, design, location, construction, grooming, installation, setting, classification, labeling, operation, inspection, maintenance, repair or supervision of any facility, track, course, travel way or area, or any part thereof, used for any event sponsored or conducted by Pro Vintage Racing, Inc.;
- the selection, installation, adjustment, labeling, operation, inspection, maintenance, repair, provision or rental of any equipment used for any event sponsored or conducted by Pro Vintage Racing, Inc.;
- the instructions, training or information given or not given to me concerning any event, or any part thereof, sponsored or conducted by Pro Vintage Racing, Inc.; and
- the instructions, training or information given or not given to me concerning any equipment used for any event sponsored or conducted by Pro Vintage Racing, Inc.

I accept full responsibility for any injury or damage which may result from participation in the sport and my membership with Pro Vintage Racing, Inc., and it is my intent to **INDEMNIFY** and **HOLD HARMLESS** the PRO VINTAGE RELEASEES for any injury sustained by me, including death, while participating in the sport. I agree not to bring any action or suit against any PRO VINTAGE RELEASEE for any injury or damage.

In accordance with Wisconsin law, nothing in this Release and Waiver of Liability and Indemnification Agreement should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any PRO VINTAGE RELEASEE.

**I HAVE CAREFULLY READ THIS MEMBERSHIP RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS MEMBERSHIP RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PRO VINTAGE RACING, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, SUCCESSORS, ASSIGNS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.**

### **CAUTION: READ BEFORE SIGNING!**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Applicant's/Member's Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth (if under 18): \_\_\_\_\_

Applicant's/Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARENT/GUARDIAN AGREEMENT**

As parent and/or legal guardian of the above-named minor applicant/member, I hereby give permission for my child or ward to become a member of Pro Vintage Racing, Inc., and participate in its events. I have read and understand the above **MEMBERSHIP RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release and Waiver of Liability and Indemnification Agreement is binding upon my child or ward as well as myself. I agree not to bring any action or lawsuit against Pro Vintage Racing, Inc., its owners, officers, shareholders, successors, assigns, agents or employees for any injury or damage.

Parent's or Legal Guardian's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.