BMW Club of Canada – Trillium Chapter
Waiver of Liability and Release

In consideration of the agreement by **BMW CLUB OF CANADA, TRILLIUM CHAPTER**, (hereinafter called the 'Club') to permit me to participate in the **Advanced Driving School** scheduled to be held at Mosport International Raceway (the 'Venue') on September 9-11, 2011 (hereinafter called the 'Event'), **I hereby agree as follows**:

1. I hereby knowingly and voluntarily waive forever any and all liability on the part of the covenant not to use or institute any claim of whatever kind against the Club or its affiliates including but not limited to its officers, directors, members, Insurers, successors or assigns (hereinafter collectively referred to as Sponsor), resulting from or arising out of or in conjunction with my attendance at or participation in the Event. **(Initial _____)**

2. I hereby knowingly and voluntarily assume full responsibility for the risk of bodily injury, death or property damage incurred by me as a result of my action, the actions of any other driver or other third party, or any accident, act of God or act or failure to act of sponsor, in connection with my attendance at or participation in the Event. **(Initial_____)**

3. This Waiver of Liability and Release shall be binding upon me and my personal representatives, assigns, heirs and next of kin**. (Initial _____)**

4. I expressly agree that by executing this Waiver of Liability and Release, I intend to make and be bound by as broad and inclusive a waiver of liability as is permitted by law, and that if any portion of this Waiver of Liability and Release is held invalid, it is my intent that the relevant balance of this Waiver of Liability and Release shall nonetheless continue in full legal force and effect. Notwithstanding anything contained herein, this Waiver of Liability and Release shall not operate to exempt anyone from responsibility for any fraud perpetrated against me or willful injury to my person or property. **(Initial _____)**

5. I understand that my automobile insurance policy is void if I participate in a race or speed event. Therefore, I shall not use any timing equipment whatsoever, understanding that immediate expulsion will result if I am found to be using same for any other act deemed in contravention of this provision. **(Initial _____)**

6. I hereby acknowledge and agree that no representations, statements, warranties or inducements, oral or written, have been made to me by a Sponsor or any one action on a Sponsor's behalf and I am over 18 years of age. **(Initial _____)**

7. **IN WITNESS WHEREOF, I HAVE READ AND VOLUNTARILY EXECUTED THIS WAIVER OF LIABILITY AND RELEASE AGREEMENT**

Dated at: _____ this _____day of _____, 2011

..... Signed: ……..
Witness Participant's Signature

Print Name: .....

EMERGENCY CONTACT: Name (Please Print) / Phone # (incl Area Code)

....
Contact Name Contact Phone #

.....
Contact Address

Is Emergency Contact at the Track? YES NO (Please circle one)

Please list any **medical allergies** or **physical conditions** that the event organizers should be aware of: .

.....

STUDENT INSTRUCTOR HELPER/VOLUNTEER (Please Circle one)

Driver's License #: ..... Prov / State: ..... Expiry Date: ……..

Insurance Company: ..... Policy* Number: ..... Expiry Date: ……..

* - Your insurance policy must be a) valid in the province of Ontario, and b) in effect during the entire duration of the event.