

Underground Miata Network – General Waiver

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

Description & Location or Destination of the Scheduled Event (the "EVENT")

Date Release Signed

In full or partial consideration for allowing me to participate in all related events and activities of the EVENT, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury, illness and death in participation, whether as a driver, passenger, competitor, student, official or worker, in all forms of motoring and motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in the EVENT, and that my protective clothing and gear (if applicable), and equipment is fit and appropriate for my role as a participant in the EVENT; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation in the EVENT, 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 that of my protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the EVENT even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the EVENT in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against the UMN, any person(s), entities or organization(s) associated in any way with the EVENTS including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car 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, regarding the EVENT or EVENT premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the EVENT facilities or my participation in any part of, or my presence in any capacity at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Dated: June 27th, 2021.

UNDERGROUND MIATA NETWORK (UMN)

WAIVER OF LIABILITY & SIGN-IN SHEET

(Use multiple sheets if necessary. Completed sheets are to be forwarded to UMN Tour Director)

Event (Name or Destination):		
Event Date:	Kms Driven:	No. of Convoys:
Weather & Road Conditions:		
Event Organizer/Tour Leader:		Sweep (if applicable):
By signing I certify that I have read and accept the terms of the accompanying UMN General Waiver.		
1	Driver ²	Passenger ^{3, 4}
1	PRINT	PRINT
	SIGN	SIGN
2	PRINT	PRINT
	SIGN	SIGN
3	PRINT	PRINT
	SIGN	SIGN
4	PRINT	PRINT
	SIGN	SIGN
5	PRINT	PRINT
	SIGN	SIGN
6	PRINT	PRINT
	SIGN	SIGN
7	PRINT	PRINT
	SIGN	SIGN
8	PRINT	PRINT
	SIGN	SIGN
9	PRINT	PRINT
	SIGN	SIGN
10	PRINT	PRINT
	SIGN	SIGN
11	PRINT	PRINT
	SIGN	SIGN
12	PRINT	PRINT
	SIGN	SIGN

Notes:

1. For multiple convoys, add the indicators "L1", "L2" and "S1", "S2" to show the Leader(s) and Sweep(s) of each convoy.
2. Guests of members and official UMN guests may drive in UMN tours with the prior approval of the UMN Tour Director.

3. Passengers who are UMN members may drive. Passengers who are guests of members or official UMN guests may drive with the prior approval of the UMN Tour Director. **No non-member may drive without the approval of the UMN Tour Director.**
4. Passengers under 18 years of age need not sign but do require the written consent of a parent or legal guardian.

Dated: June 27th, 2021.