

Participant Waiver

Balance Point Racing Consent & Liability Release

In consideration of Balance Point Racing accepting my registration to participate in any of Balance Point Racing's programs:

1. I represent and confirm that I am 18 years of age or over, or if not, my legal guardian has executed this Release as indicated below.
2. I acknowledge that I am aware that indoor and outdoor physical activity involves many risks, dangers and hazards including the risks posed by, but not limited to: changing weather conditions, avalanches, floods, fires, tornados, hurricanes and earthquakes; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of earth, water, snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced or no visibility; streams, creeks, rivers, cliffs and crevasses; trails, roads; road-banks or cut banks; collision with vehicles, equipment or structures; collision with other persons; negligence of other persons, and negligence on the part of Balance Point Racing and its staff to safeguard or protect me from the risks, dangers and hazards of the physical activity in which I am participating.
3. Being aware of all the foregoing risks, dangers and hazards, I freely accept and fully assume all such risks.
4. I agree to waive and do hereby waive any and all claims that I have or may have in the future against Balance Point Racing, its directors, officers, employees, coaches, volunteers, members and others providing services to it, and their successors and assigns, (all of whom are hereinafter collectively referred to as "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 resulting from my participation in any of Balance Point Racing programs in which I participate (and participation includes all training, events, travel, accommodation and other ancillary involvement in any program) due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities referred to above.
5. I agree to hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in any of Balance Point Racing program (and participating includes all training, events, travel, accommodation and other ancillary involvement in any program).
6. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity. This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and any litigation involving the parties to this agreement shall be brought within the Province of British Columbia.

In giving this liability release I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of any physical activity or the nature of any of Balance Point Racing programs other than what is set forth in this liability release.

I, _____ have read this agreement and I am aware that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees.

Athlete Signature _____

Date _____

Legal Guardian Name _____ Legal Guardian Signature _____

Date _____