

Pembina Dirt Riders Association 2007 Membership Application

MAIL TO: BOX 5630 WESTLOCK, AB T7P 2P6
www.pdramx.com

PLEASE PRINT SO IT IS READABLE

Last Name _____
 Address _____ City _____ Prov _____
 Postal _____ Phone _____ Email _____

For Family Membership List Family Members Below

First Name	Age	Kind of Bike	#On Bike
_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____
_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____
_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____	_____ / _____ / _____

Family does not include kids over 18 yrs. They must get their own membership.

**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 and location of scheduled event(s) (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 and death in participation, whether as a competitor, student, official or worker, in all forms of 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 this EVENT, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this EVENT; and **3.** I understand that all applicable rules for participation must be followed, regardless of my role, and that at all time during the EVENT the sole responsibility for my personal safety remains with me; and **4.** I will immediately remove myself from 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 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 Releases, 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 any person(s), entities or organization(s) associated in any way with the EVENT 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 Releases") 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 OWNED 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 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 in which the EVENT occurs. **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

PEMBINA DIRT RIDERS ASSOCIATION WAIVER

I hereby acknowledge that I am aware of the dangers incident to motorcycle riding and knowingly enter the said events with said knowledge. I further acknowledge the risk of injury or death to myself, or damage to my personal property while participation in or watching motorcycling events and I am aware that the injuries sustained by me could be of a permanent or grave nature and I, nevertheless voluntarily and knowingly enter said events. I further acknowledge that during the course of the said events, there may be times that which, though not actively participating in the said event, I may be a spectator or may be called upon to provide organizational assistance at trackside and that I may sustain permanent or grave injuries as a spectator or volunteer, and I nevertheless voluntarily and knowingly assume such risk. I further acknowledge that I may sustain permanent or grave injuries as either a participant or spectator or volunteer at these events due to the negligence of other persons including participants, The Pembina Dirt Riders Association and its Members, the Landowners or other spectators or volunteers and with that in mind and nevertheless, voluntarily and knowingly assume such risk. I further agree that I will not sue or make any claims against other participants, spectators, the land owners, other volunteers, The Pembina Dirt Riders Association and its Members whatsoever no matter what my injuries that I sustain either as a participant or spectator or volunteer.

I HAVE READ THE ASSUMPTION AGREEMENT AND AGREE TO THE ABOVE CONDITIONS.

All Year Memberships Expire December 31st of each year

HUSBAND SIGNATURE _____ DATE _____

WIFE SIGNATURE _____ DATE _____

- Single \$ 150.00 Per Year Per Person
- Family \$ 200.00 Per Year Per Family
- 1 Day Pass only \$ 20.00 Per Person
- Enthusiast/Off Road \$20.00 Per Year
(Does not include track privileges)

MEMBERS UNDER 18 YEARS MUST HAVE RELEASE AND INDEMNITY FOR MINORS SIGNED ON THE BACK BY PARENTS.

PDRA Membership FEE for Year Cash Cheque
 Paid to _____ (Club Member receiving payment)

PLEASE KEEP THIS BOTTOM PART

PROOF OF PAYMENT Cash Cheque
 PDRA Membership FEE for Year

- Single \$ 150.00 Per Year Per Person
- Family \$ 200.00 Per Year Per Family
- 1 Day Pass only \$ 20.00 Per Person
- Enthusiast/Off Road \$20.00 Per Year
(Does not include track privileges)

PDRA Decal will be mailed out to Riders with a full Year Membership.
 We will be checking at the track
 Paid To _____ (Club Member Receiving Payment)

**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 and location of scheduled event(s) (the EVENT) Date release signed

In full or partial consideration for allowing any minor child/ward to participate in all related activities of the EVENT, I hereby warrant and agree that: 1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely ; and 2. I am familiar with and accept, on behalf of myself and my minor child/ward, that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and 3. I have satisfied myself and believe that minor child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this EVENT; and 4. I understand, and will instruct my minor child/ward, that regardless of his/her role, all applicable rules for participation must be followed, and that at all times the sole responsibility for personal safety remains with my minor child/ward; and 5. I will immediately remove my minor child/ward from 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 my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness, or that of his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT

CONSTITUTES: 1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in the EVENT by my minor child/ward 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 event organizer, the event venue(s) and any persons associated therewith or participating therein; and 2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the *EVENT* including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertizers, 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, 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 Releases") from any and all liability for any loss damage, injury or expense that my minor child/ward or

that his/her next of kin may suffer as a result of his/her use of or presence at the event facilities or my minor child/ward participation in any part of, or my presence 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 OWNED 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 from the participation of my minor child/ward in any aspect 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 Releases or otherwise as stated above. 5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the *EVENT* occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the *EVENT* is not permitted without my execution of this document. I hereby warrant and agree that: 1. I know that there are significant risks including the risk of serious injury or death associated with participation, whether as a competitor, student, official or worker in all forms of motor sport and in particular in being allowed to enter, for any reason, and restricted area; and 2. I acknowledge and accept these risks and all other risks associated with participation in this *EVENT* even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any and all persons associated therewith or participating therein; and 3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME; 4. I will immediately remove myself from participation in the *EVENT* and notify the nearest official, if at any time I sense and unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that my protective clothing, gear or equipment, for continued safe participation in the *EVENT*; and 5. I am _____ years of age.

I have read and understand this document and I am aware that by signing this assumption and acknowledgement of risk I and/or my parents/guardians may surrender certain legal rights.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Minor Participant

Printed name of Minor Participant

Signature of Witness

PDRA RELEASE AND INDEMNITY FOR MINORS

Must be completed by Parent or Guardian

Whereas, (hereinafter called the "Participant") desire to compete in Pembina Dirt Riders Association (hereinafter called the "PDRA") sanctioned motorcycle events: AND WHEREAS, the participant is a minor: AND WHEREAS, the parents have requested that, despite the tender years of the Participant: the Participant be permitted to compete in PDRA sanctioned motorcycle events: AND WHEREAS, the PDRA is unwilling to allow the Participant to compete in sanctioned motorcycle events unless the Parents agree to assume full responsibility for any loss, injury damage or death which the Participant might sustain while participating in the event(s); AND WHEREAS, in consideration of the covenants to the part of the Parents hereinafter contained, the PDRA has agreed to permit the Participant to compete in PDRA sanctioned motorcycle events provided he or she otherwise qualifies for said competition and subject to the Bylaws, rules and regulations of the PDRA; WITNESSETH that in consideration of other good and valuable consideration and the covenants herein contained:

The Parents covenant and agree:

1. To remise, release, and forever discharge for the PDRA of and from all manner of actions, cause of action, suits, claims and demands of whatsoever nature or kind which the Parents ever had, now have or which the Parents, their heirs, executors, and administrators, successors and assigns, or any of them, hereinafter can, shall or may have for or by reason of the death or injury, damage or loss to the Participant or the Parents arising out of our in any way attributable to the Participant's competing in PDRA sanctioned motorcycle events.
2. To indemnify and save harmless the PDRA against and from all actions, causes of action, damages, suits, claims and demands of whatsoever nature or kind (including legal costs incurred in respect thereto) in respect of, or arising out of, the Participant ever had, now has or which the Participant, their heirs, executors, and administrators, successors and assigns, or any of them, hereinafter be brought against the PDRA or on behalf of the Participant, their heirs, executors, and administrators, successors and assigns, or any of them.
3. To indemnify and save harmless the PDRA against and from all actions, causes of action, damages, suits, claims and demands of whatsoever nature or kind (including legal costs incurred in respect thereto) which any other Participant in a PDRA sanctioned event can, shall or may have, or their heirs, executors, and administrators, successors and assigns, or any of them, hereinafter can, shall or may have and which may hereinafter be brought against the PDRA by said Participant, their heirs, executors, and administrators, successors and assigns, or any one on behalf, by reason of the Participant's competing in said event or events.
4. Not to take action or bring any proceedings arising or of or in any way connected with the Participant's competing in PDRA sanctioned events against any other person or corporation which might claim contribution or indemnity from the PDRA.
5. The terms hereof shall be binding upon the Parents notwithstanding that the death or injury, damage or loss to the Participant or caused by the Participant may have been caused or contributed to by the negligence of the PDRA.
6. The term "PDRA" as used herein shall include the Pembina Dirt Riders Association, its members, Officers, Directors, Servants, Agents, Event Officials, Sponsors, Affiliates, and each of their respective heirs, executors, and administrators, successors and assigns, agents, officers, servants, and representatives.
7. The term hereof shall be binding upon the undersigned as well as the respective heirs, executors, and administrators, successors and assigns.
8. The term hereof importing the singular number or the masculine gender shall include the plural number or the feminine gender as the case may be.

IN WITNESS WHEREOF the Parents have hereunto affixed their hands and seals on the

_____ day of _____, 2007

Signed _____

(SIGNATURE OF PARENT OR GUARDIAN)

(RELATION TO APPLICANT)



**I/WE HAVE READ THE ABOVE WAIVER AND RELEASE,
UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND
SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS**