



Driver/Participant Liability Waiver

Central Virginia Miata Club Inc. (CVMC) Release and Waiver of Liability, Assumption of Risk & Indemnity Agreement

DATE RELEASE SIGNED: **DATE**

EVENT: **DRIVE DESCRIPTION**

IN CONSIDERATION of being permitted to participate in any way in the Central Virginia Miata Club Inc. (CVMC) or in any CVMC events or activities now or at any time in the future (participation in the CVMC and its activities being an "EVENT" for purposes hereof), EACH OF THE UNDERSIGNED, for themselves, personal representatives, heirs, assigns, and next of kin:

- HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CVMC AND ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROMOTERS, VOLUNTEERS, AND AFFILIATES AND THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN (COLLECTIVELY "RELEASEES"), OF AND FROM AND FOR ANY AND ALL LIABILITY, LOSS, OR DAMAGE AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF, RELATING TO OR ARISING FROM: INJURY TO THE PERSON OR PROPERTY OF THE UNDERSIGNED, DEATH OF THE UNDERSIGNED, OR OTHER LOSS, DAMAGE OR LIABILITY TO THE UNDERSIGNED; ARISING OUT OF OR RELATED TO (OR ALLEGED TO ARISE OUT OF OR BE RELATED TO) AN EVENT OR THE UNDERSIGNED'S PARTICIPATION IN OR ATTENDANCE AT AN EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY represents and acknowledges that he/she is in good physical and mental condition, has a good driving record, is not currently taking any medication, drugs, or other substance that would impair his/her ability to drive safely and is at least eighteen of age with a valid driver's license and represents that the foregoing will be true during any Event in which the Undersigned participates or attends. An adult meeting the above criteria shall accompany any driver less than 18 years of age at any Event.
- HEREBY AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE, CLAIM, OR COST (INCLUDING ATTORNEYS' FEES) THAT THE RELEASEES (OR ANY ONE OF THEM) MAY INCUR ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S PARTICIPATION IN OR ATTENDANCE AT AN EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to an Event WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
- HEREBY Assumes full responsibility for any damages willfully, unwillfully or negligently inflicted by the Undersigned upon the property, facilities, equipment, or other persons at the location at which an Event is held.
- HEREBY acknowledges that THE ACTIVITIES OF AN EVENT MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, is intended to apply to each and every Event now or in the future, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which an Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I ALSO ACKNOWLEDGE THAT IN THE EVENT A MINOR CHILD OF MINE IS PARTICIPATING IN THIS EVENT, I AM ALSO SIGNING THIS RELEASE AS PARENT AND GUARDIAN OF SAID MINOR CHILD IN FULL ACKNOWLEDGEMENT THAT I, ON BEHALF OF SAID MINOR CHILD, AM ABDICATING SUBSTANTIAL RIGHTS THAT WOULD NORMALLY ACCRUE TO SAID MINOR-CHILD.¹



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¹Florida Statutes § 744.301
 NOTICE TO A MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

SIGNATURE OF CVMC REPRESENTATIVE:
