





# **ROTAX MAX CHALLENGE GRAND FINALS**

at Circuito Internazionale Napoli / Italy (15.10 – 22.10.2016)

ENTRY FORM					
☐ ROTAX 125 MICRO MAX			ROTAX 125	5 MAX	
☐ ROTAX 125 MINI MAX		☐ ROTAX 125 MAX DD2			
☐ ROTAX 125 JUNIOR MAX		☐ ROTAX 125 MAX DD2 MASTERS			
ENTRANT					
Name of Entrant					
Date of Birth		Licer	nce No.		
Address (Street, Post code, City, Country)					
Tel No.			Mobile No.		
Fax No.			Email		
DRIVER					
Name of Driver				Date of Birth	
Licence Grade		Lice	nce No.	•	
Address (Street, Post code, City, Country)			·		
Tel No.			Mobile No.		
Fax No.			Email		
NRIC/FIN/Passport/I.C. No.					
LEGAL GUARDIAN					
Name					
Date of Birth			Mobile No.		
NRIC/FIN/Passport/I.C. No.				ı	

Entries will not be considered unless accompanied by a photo of the driver, a photocopy of competition license and entrants license (if applicable).

# WAIVER / RELEASE OF LIABILITY / DRIVERS DECLARATION

**READ THIS CAREFULLY- IT AFFECTS YOUR RIGHTS!** 

The undersigned ("Driver") for him/herself, their heirs, assigns and legal representatives, herby expressly agrees to waive, release and covenant the following:

# **Assumption of Risks**

Assume any and all risks and damages, occurrences, accidents involved in or arising from Driver's use of or presence upon the facilities (especially the track, the Facilities), including without limitation, death, bodily injury or property damage resulting from collision between a vehicle with another vehicle, or a person or a stationary object, skidding, overturning sudden stops, breaking or acceleration, fire or explosion, the unavailability of emergency medical care, or the negligent or deliberate act of another person.

### Release

Release BRP-Rotax GmbH & Co KG ("BRP") and the organizer – Korridas e Kompanhia - of the RMCGF, their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, franchises, officers, directors, employees, agents representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (the "Released Parties") from, and **AGREES TO WAIVE AND COVENANT NOT TO SUE** them on account or in connection with any and all actions, causes of action, claims, demands, injuries, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Driver's/Spectator's or any other third parties use of or presence upon the Facilities, the conduct of BRP or the Released Parties, or on Driver's own conduct, whether or not due to the Driver's own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or BRP or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

#### Waiver

Waiver the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. Acknowledgement and agreement that no representation or warranty of any kind or nature whatsoever has been given to the undersigned regarding the condition of any Facilities or equipment. Agreement that BRP and the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the Facilities and/or equipment.

Acknowledgement and Agreement that the participation in the RMCGF is made in full compliance with the Sporting as well as Technical Regulations and any decisions of BRP, the released Parties or organizer of the RMCGF (and/or its representatives) and/or the Panel of Stewards of the RMCGF event (altogether the "Decision-Maker") will be accepted at all times hence no legal claims whatsoever will be asserted by the undersigned against the Decision-Maker on the basis of decisions made by the Decision-Maker in accordance with the Sporting as well as Technical Regulations of the RMCGF.

### Indemnification

Indemnify and defend BRP and Released Parties against and hold them harmless from any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which BRP or Released Parties may incur in any way related to the Driver's conduct, Driver's use of or presence upon the Facilities or participation in the Rotax MAX Challenge Grand Finals, including without limitation the negligence if any of BRP or the Released Parties

## **Payment**

Pay for any and all damages to the Facilities caused by the Driver negligently, willfully or otherwise.

I acknowledge and I understand that engaging in motor sport is a hazardous activity. I voluntarily participate in these activities with knowledge of the danger involved, the risks of serious bodily injury, illness, death, damage or loss to myself, my property and to third parties and their property. I expressly declare and agree to assume the entire risk of any and all damages, occurrences, accidents and personal insury, including but not limited to disability or death, that I may suffer while participating in the Rotax MAX Challenge Grand Finals whether identified in this waiver to indemnify or not even if caused in whole or in part by the negligence of BRP or released parties:

In signing the foregoing Waiver and Release of Liability Agreement I acknowledge and represent:

- That I am at least 18 years of age (if under 18 years legal representative to co-sign)
- That I am not pregnant
- That I have not consumed alcohol or drugs which may affect my ability to drive a kart in a safe manner;
- That I do not suffer from a heart condition, high blood pressure or other medical conditions, which may be aggravated by my operating a kart;
- That I have taken notices of and will obey all rules and regulations of Fast Lanes, safety guidelines and acknowledge that such safety guidelines apply in all cases to the undersigned.
- That I have read the regulations for this event and agree to be bound by them

Driver or Parent/Guardian :	

In consideration of the acceptance of this entry to take part in this event, I agree to waive, save harmless and keep indemnified BRP, Korridas e Kompanhia all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organization of event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents. In consideration of me being permitted to participate in this meeting, I hereby undertake not to make any demand or claim of any kind whatsoever against any other contestant in this meeting, or against any official engaged in the organization or running of the said races arising out of any damage, injury or death that may occur during practice, racing or anytime during the course of the Meeting, howsoever caused. I understand that should I, at anytime during the event, be suffering from any disability whether permanent, temporary or otherwise which is likely to affect prejudicially my normal control of my kart, I may not take part unless I have declared such disability to the Clerk of the Course who will then consider whether I may be permitted to drive or not, and give his decision in writing.

I acknowledge and agree and grant permission to BRP to use my name, voice, photograph, likeness, performance taken or recorded at the Rotax MAX Challenge Grand Finals 2016 and to reproduce, edit, distribute, perform and publish such for advertising, promotional and other purposes in any media (print, promotional, internet, video, or otherwise) of any kind throughout the world in perpetuity without notice, further consent or payment of any kind. I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith. I hereby release, discharge and agree to save harmless, the BRP, its affiliated companies and employees and / or executives from any and all liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture, or in any processing tending towards the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity. If any provision of this waiver is declared unenforceable or invalid such provision shall be replaced with an enforceable provision that will achieve the objective purposes of this waiver. In case of any disputes the Austrian law shall apply. Place of jurisdiction is Wels.

I have read and I understand this Waiver/Release of Liability/Drivers Declaration ("Declaration"). I understand that by providing this Declaration I surrender valuable rights. I do so freely and voluntarily. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the activity, or any other matters.

NAME OF DRIVER :				
DATE :	SIGNATURE :			
For minors :				
NAME OF PARENT/GUARDIAN :				
DATE :	SIGNATURE .			
	ENTRANT'S DECLARATION			
I have read the regulations issued for this event and agree to be bound by them. I declare that to the best of my belief that the driver possesses the standard of competence necessary for an event of this kind to which this entry relates. In consideration of the above named driver being permitted to compete in this event, I, being the official entrant for this driver agree to waive, save harmless and keep indemnified BRP, Korridas e Kompanhia all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organization of event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents. I will ensure that only the driver and responsible mechanic, hold a license or the appropriate insurance, are the ones to be allowed to go inside the servicing park and the pit-lane.  NAME OF ENTRANT:  DATE:  NRIC / PASSPORT NO.:				
INDEMNITY BY PARENT/GUARDIAN				
In consideration of the above named driver being permitted to compete in this event, I, being the parent/legal guardian agree to waive, save harmless and keep indemnified BRP, Korridas e Kompanhia all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organization of event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents.  NAME OF GUARDIAN:  DATE:  SIGNATURE:  NRIC / PASSPORT NO.:				
JIGNATURE.	NRIC/PASSPORT NO			