

NCC General Membership Waiver & Release Document

PLEASE READ THIS WAIVER CAREFULLY.

BY AGREEING TO IT YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO COMMENCE A LAWSUIT.

The Niagara Corvette Club (NCC) strongly discourages drinking and driving on Club sponsored or affiliated Events. Obey the Highway Traffic Act and any other relevant legislation in the jurisdictions in which you are driving at all times. In consideration of joining the Niagara Corvette Club as a member, spouse of a member or volunteer and participant in club Events from time to time (hereinafter the “Events”), I, on my behalf and on behalf of my heirs, executors, administrators, personal legal representatives, assigns and next of kin (collectively, “Legal Representatives”), covenant and agree as follows:

1. Acknowledgment and Assumption of Risk: My Participation in the Events is voluntary. I understand that the nature of the Events may involve certain risks, including, but not limited to: dangers of accidents, changing weather and road conditions, serious personal and bodily injury, including death, and property loss or damage as a result of my Participation in the Events.

I understand that NCC, its directors, officers, employees, volunteers, members, insurers, agents, successors or assigns and representatives (the “Releasees”) are not responsible in respect of my Participation in the Events for my safety, that of my property or property under my control. I know and understand the risks associated with the Events and I assume all those risks, damages and injury to persons or property related to the Events. I assume all risks, damages and injury to persons or property related to the Events and hereby forever release and hold harmless and indemnify the Releasees for any such injury or damage.

2. Waiver, Release and Indemnity: I hereby voluntarily waive all rights to make or bring any claims, demands, actions, suits, proceedings (collectively, “Claims”), which I, or my Legal Representatives have or may in the future have against the Releasees (or any of them) and hereby release and forever discharge the Releasees (and each of them) from any and all Claims and liability for or in respect of any injury, death, property damage, loss, cost or expense suffered or incurred as a result of or related to my Participation in the Events, due to any cause whatsoever, but not limited to, negligence, willful acts or omissions, breach of contract or breach of any statutory or other duty of care by any of the Releasees or any other person. I agree that I will not make, bring or commence any Claims against any person or corporation or other entity (including the Crown) in which any Claim could arise against the Releasees, or any of them, for contribution or indemnity or any other relief. In the Events that: (a) I cause or contribute in any way to the injury or death of any person who is at the Events or to the damage or loss of any property at the Events; and/or (b) any Claims are made or brought against the Releasees (or any of them) in connection with any matter hereinbefore released; I shall indemnify and hold harmless the Releasees and (each of them) from and against any and all resulting or related

Claims, liability, judgements, costs and/or expenses (including fees and disbursements). I agree to provide reasonable co-operation to the Releasees in the Events such claim is made.

3. Insurance: I understand that any Events insurance procured by the NCC does not cover damage to my own vehicle or to my personal property, or personal injury or death. I understand that my automobile insurance may be void while participating in any tests of speed or track Events.

4. General: This Release is the entire agreement between myself and NCC and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable herein. I agree that the Courts of Ontario shall have exclusive jurisdiction to entertain any legal proceeding based on any provision of this Release. If any portion of this Release is found to be illegal, invalid or unenforceable, the remaining portions shall remain in full force and effect. In this Release, headings are for convenience of reference only and are not intended to be full or complete descriptions. If any provision(s) in this Waiver are found to be invalid, I agree that such provision(s) will not affect the validity of any remaining portions.

5. Acknowledgment and Assumption of Risk : My Participation in the Events is voluntary. I understand that the nature of the Events may involve certain risks, including, but not limited to: dangers of accidents, changing weather and road conditions, serious personal and bodily injury, epidemics and other public health emergencies, including death, and property loss or damage as a result of my Participation in the Events. I understand that NCC, its directors, officers, employees, volunteers, members, insurers, agents, successors or assigns and representatives (the "Releasees") are not responsible in respect of my Participation in the Events for my safety, that of my property or property under my control. I know and understand the risks associated with the Events and I assume all those risks, damages and injury to persons or property related to the Events. I assume all risks, damages and injury to persons or property related to the Events and hereby forever release and hold harmless and indemnify the Releasees for any such injury or damage.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO ITS TERMS, WITHOUT RELIANCE ON OTHER REPRESENTATIONS, STATEMENTS, WARRANTIES, OR INDUCEMENTS, ORAL OR WRITTEN. MY PAYMENT OF THE CLUB MEMBERSHIP FEE CONSTITUTES THE ACCEPTANCE OF THIS RELEASE, AND I ACKNOWLEDGE THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.