



## Eastern Snocross Tour (ESXT)

546 Curran Highway - North Adams, MA 01247

Phone: (413) 664-7111 - Email: registration@easternsnocross.com

# 2019-20 Eastern Snocross Tour/ISOC MINOR WAIVER FORM

This verifies that you are UNDER 18 years of age and will be racing in an ISOC, Eastern Snocross Tour and/or ISOC affiliate sanctioned event for 2019-2020. It is required, for insurance purposes, that you complete, sign and have notarized this form and return it to Eastern Snocross Tour headquarters before you will be assigned a membership and allowed to participate.

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov. \_\_\_\_\_ Country \_\_\_\_\_ Zip Code \_\_\_\_\_

DOB: \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

Parent's Contact Phone Number: \_\_\_\_\_

Do you have previous racing experience? Yes / No (circle one ) If so, where and what class(es)?

\_\_\_\_\_  
\_\_\_\_\_

1. MAIL this form to the address above. Faxes or copies will NOT be accepted. We can ONLY accept the NOTARIZED ORIGINAL with a Notary Seal stamp. The form must be at ESXT headquarters the WEDNESDAY BEFORE THE EVENT you will be racing in. Please allow time for mail delivery.
2. MAIL or HAND DELIVER a copy of this form, along with a copy of your birth certificate, to your Eastern Snocross Tour HEADQUARTERS.
3. CARRY WITH YOU at all times a copy of this form, along with a copy of your birth certificate.

**A PARENT OR LEGAL GUARDIAN MUST CHECK-IN WITH MINOR DRIVERS AT ALL ISOC SANCTIONED EVENTS.**

No membership application will be considered complete and no membership kits will be mailed until this ORIGINAL application is on file at ESXT Headquarters. Faxed applications WILL NOT be accepted. Because you are UNDER 18 years of age and will be racing in an ESXT and/or ISOC affiliate sanctioned event for the 2019-2020 season, our insurance carrier REQUIRES ESXT have on file, this completed form, signed by the racer, the racers parent or legal guardian AND a notary before you can compete in any Eastern Snocross Tour or ISOC sanctioned event for the 2019-2020 season.

(CONTINUED)

# 2019-2020 ISOC/EASTERN SNOCROSS TOUR MINOR WAIVER FORM

## PARENTAL CONSENT, RELEASE AND WAIVE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my minor child ("the Minor") being permitted to participate in any way in the EVENT(s) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area that requires special authorization, credentials or permission to enter or any areas to which admission by the general public is restricted or prohibited) I agree:

1. I know the nature of the EVENT(S) and the Minors experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities and equipment to be used, or with which the Minor may come into contact, IF I OR THE MINOR BELIEVES ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
  2. I FULLY UNDERSTAND and will instruct the minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ('RISKS'); (b) these Risks and dangers may be caused by the Minors own actions, or inactions, the NEGLIGENCE OF THE "RELEASEES NAMES BELOW; (c) there may be OTHER RISK NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
  3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IN CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE 'RELEASEES' OR OTHERWISE.
  4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any person in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITIES TO ME. THE MINOR, my and the Minors personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to death or damage of property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
  5. If, despite this release. I, the Minor, or anyone on the Minors behalf, make a claim against any of the 'releasees' named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY. DAMAGE OR COST THEY MAY INCUR DUE TO THE CLAIM AND AGAINST ANY OF THE 'RELEASEES' NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
  6. I sign this release on my own behalf and on the behalf of the minor.
- I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP THE SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE 'RELEASEES' FAULT AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.
- I have read the release and waiver of liability, fully understand its terms, and understand that I have given up substantial right by signing it, and 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.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Date

### MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

I have obtained my parents consent to participate in the ISOC/Eastern Snocross Tour event(s). I understand that I am assuming all the risks I'll get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe. I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

\_\_\_\_\_  
Signature of Minor

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Date

I have witnessed both parent and Minor participant sign this waiver release form. I have also seen the Minor's Birth Certificate, confirming the Minor is the age stated on this form.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Date