2011 - Klondike Trail of '98 International Road Relay

AGREEMENT AND RELEASE

(hereinafter referred to as the "Agreement")

Competitor's Name (please print or type) _____ **Team Name** _____

Team ID: _____ **Captain's Name:** _____

Re: The Klondike Trail of '98 International Road Relay (the Event)

To: Sport Yukon (the "Society") and its servants, officials, agents, representatives, volunteers and sponsors involved in regulating or administering the Event, or any activity related to the Event (collectively referred to as the "Agents").

I intend to be a participating runner in the KLONDIKE TRAIL OF '98 INTERNATIONAL ROAD RELAY to be conducted on September 9th & 10th. 2011 on the South Klondike Highway. I have read the rules and information provided in the Information Guide and agree to comply with all of the rules and regulations contained in the above guide.

ASSUMPTION OF RISKS

I am aware that participating in the Event involves accepting the inherent and other risks, dangers and hazards associated with the Event, including, but not limited to:

1. natural hazards and person made hazards including but not limited to - uneven and rough road surfaces, loose gravel, steep hills and embankments, high winds, extreme and changeable weather conditions, marked and unmarked hazards, wild animals including bears, communications difficulties in the event of an accident and delays in obtaining medical and rescue assistance;

2. motor vehicle and pedestrian traffic;

3. the acts, omissions and conduct, including NEGLIGENCE, of the Society and its Agents, and all other participants in the Event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Society or its Agents accepting my registration for the Event and agreeing to provide equipment, facilities and the services of its Agents for the Event, or any activity related to the Event, I hereby agree as follows:

1. TO RELEASE the Society and its Agents from any and all liability for any loss, damage, expense or injury, including death, that I may suffer, or that my next of kin may suffer, as a result of my participation in the Event or any activity related to the Event, due to any cause whatsoever, including, without limitation, transportation to and from the Event, and including, without limitation, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE on the part of the Society or its Agents, and including, without limitation, NEGLIGENCE on the part of the Society or its Agents. NEGLIGENCE in this case would include a lack of care, attention or diligence by the Society or its Agents in organising and holding the Event, or any activity related to the Event;

2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Society and its Agents with respect to the Event, or any activity related to the Event;

3. TO HOLD HARMLESS AND INDEMNIFY the Society and its Agents from any and all liability, including lawyer's fees and court costs, for any property damage or personal injury to any third party, resulting from my participation in the Event, or any activity related to the Event;

4. THAT all of the terms of this Agreement shall be binding upon me, my heirs, administrators, executors, successors, assigns, next of kin, and representatives in the event of my death and incapacity.

I further agree and acknowledge that the regulations, rules and guidelines governing the Event and the use of any facilities or equipment provided by the Society or its Agents are solely for the purpose of regulating the Event and that it is my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety. I further acknowledge that this Event is physically demanding and I certify I am physically capable of participating in the Event and I have no medical conditions, which would interfere with my capability to participate.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Yukon Territory.

In entering this Agreement, I am not relying on any oral, written or other representations made by the Society, its Agents, or others except as set forth in this Agreement.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

Signed this _____ day of _____, 2011.

Please print participant name: _____ Participant signature: _____

If participant under 19 years of age:
Please print guardian name: _____ Guardian signature: _____

Please print Witness name: _____ Witness signature: _____
(Witness must be at least 19 years of age)

The final deadline for the submission of the Agreement & Release Forms is the Captains / Driver's Meeting.

Sport Yukon
4061-4th Avenue
Whitehorse, YT / Y1A 1H1
Phone: (867) 668-4236 / Fax: (867) 667-4237
mfreese@sportyukon.com