



## Release Agreement

In consideration of being granted the benefits of membership in the VKA: The signature on the application, for myself, my personal representatives, heirs, next of kin, successors and assigns, do:

- a) Hereby agree to assume all responsibility and liability for all acts or activities of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our kart(s) motor(s), properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of our participating in a VKA event or kart operating activities during the actual sanctioned period.
- b) Hereby agree to be bound by all of the rules of the association and agree that decisions of its officials and/or interpretation of its rules will be governed exclusively by the administrative review and to be determined appeal procedure set forth in such rules and hereby agree to waive, discharge and covenant not to sue the VKA or its corporate elected and appointed officials, all members of committees, referees and inspectors regarding the administration, review and appeal procedure set forth in the rules and regulations.
- c) Hereby release, waive, discharge and covenant not to sue the VKA as an association including all its corporate, elected, and appointed officials, all members of committees, referees and inspectors, its individual members, its member clubs, agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and volunteer workers assisting in sanctioned VKA kart operating activities, all hereinafter referred to as "Releasees", from or for any and all liability to me, my personal representatives, heirs, next of kin, successors, and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any VKA kart operating activity of part thereof, during the actual sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releasee or otherwise, or participation in duty the wrong, or upon any alleged breach of any statutory or obligation, and
- d) Hereby agree to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way operating a kart, officiating, observing, or working for, or for any purpose participating in any VKA event and whether caused by the negligence of the releasees or otherwise.
- e) Hereby assume full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while in or upon the restricted area and/or while operating a kart, officiating, observing, or working for, or for any purpose participating in the event.
- f) The applicant expressly acknowledges and agrees that the activities of the event are dangerous and involve the risk of serious injury and/or death and/or property damage: The applicant further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the 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.
- g) Hereby acknowledge and agree that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, video tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any VKA event, including practice, qualification, demonstrations, awards ceremonies or other events associated with operating a kart, the event, also including, but not limited to pictures and sound of me alone or with other persons, with or without karting equipment, as well as any and all receipts therefrom, and any transcriptions thereof.
- h) In consideration of their promotional efforts on behalf of the sport, I hereby assign all commercial communication and broadcast rights to the VKA, and do declare it as my lawful agent and representative regarding such rights. I agree that VKA or its assigns, on a non-exclusive basis, may use my name, pictures of me, and pictures of my karting equipment taken at any sanctioned event for publicity purposes.

## Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of my minor child being permitted in VKA kart operational programs, to enter for any purposes the restricted area (herein defined as, including but not limited to the kart driving surface, pit areas, infield, staging area, approach area, shut down area, and all walkways, concessions, and other appurtenant areas where any activity related to the event shall take place or where special authorization, permission, or credentials are required or where admittance to the general public is restricted or prohibited), or to operate a kart, officiate, observe, work for or for any purpose participate in any way in the event, I agree:

1. I know the nature of the event(s) and the Minor's 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 in contact. If I or the Minor believe 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 involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these risks and dangers may be caused by the Minor's own actions, or inaction's, the negligence of the "releasees" named below; (c) there may be other risks 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 risks 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 if caused, in whole or in part, by the negligence of the "releasees" named below.
4. I hereby release, discharge and covenant not to sue the VKA, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, kart owners, drivers, pit crews, rescue personnel, any persons in any restricted area, sponsors, advertisers, owners, and lessees of premises used to conduct the event, 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 officers, directors, agents, and employees, all for the purposes herein referred to as "releasees," from all liability to me, the minor, my and the Minor's 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 to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf makes 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 made against any of the "releasees" named above, whether the claim is based on the negligence of the releasees or otherwise.
6. I sign this agreement on my own behalf and on behalf of the Minor.

**All pages of the application must be signed and attached to be valid.**

**I have read this parental consent, release and waiver of liability, assumption of risk, and indemnity agreement, fully understand that by signing it I give up 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 any inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.**

Name of Minor Participant \_\_\_\_\_

Signature of parent or Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_



# 2010 VKA Membership Application

Member Initiation and Annual renewal Fee \$30 (\$40 foreign)  
Associate Initiation and Annual renewal Fee \$10  
If you wish to pay by credit card, call Carl Weakley at 618-656-3900

## Member Information

Name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Birth Date \_\_\_\_\_

Address, City, State, & Zip \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business/Cel Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

List your name/address/telephone number in a membership roster to be distributed publicly? **Yes**  **No**

## Associate Member Information

Associate Members are Member's spouse and/or children under 18 years of age. (For minors the Parental Consent Form must be signed and are required initially and yearly for renewals.)

Relationship \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Birth Date \_\_\_\_\_

## Kart Info

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Engine(s) \_\_\_\_\_  
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Engine(s) \_\_\_\_\_  
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Engine(s) \_\_\_\_\_  
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Engine(s) \_\_\_\_\_

(Use additional pages if necessary)

## Considerations of Membership

Dues are for one calendar year. If accepted as a member by the VKA, I and/or including my immediate family, agree to abide by the rules and regulations of the organization. I further understand that my membership dues entitle me and the above listed members of my family to participate in all local, national, and international VKA events and will receive a VKA membership number and card. I understand that acceptance of this membership application and fee by any VKA Official does not constitute approval of this application, and that all applications must be approved by the VKA Membership Chairman.

By voluntarily affixing my signature below, I warrant that I have read and understand all the published information termed Release Agreement and Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

I accept the membership as good, valid and adequate consideration; the statements in my application are true and the releasees will rely on them and upon all my commitments in entering into a membership contract with me.

Application for membership will not be considered unless this agreement is signed below and all original applications are attached. No fax or computer copies are accepted.

This form is valid for one calendar year and must be renewed annually.

Applicant/Member Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

----- Tri-fold on this line and mail -----

Mail to:

**Bradley Fultz**  
VKA Membership Chairman  
1060 Franklin Avenue  
Edwardsville, Illinois 62025