

### *The Blue Water Resort & Casino Parker Enduro Saturday, October 26<sup>th</sup>, 2019*



#### Parker, AZ

For Info call Ross Wallach email: rpmracingent@yahoo.com Phone (310) 318-4012 Website: www.rpmracingent.com

Owner Name			Last			MOFFICIAL USE ONLY
Address						(Do not write here.)
City	State		Zip			Entry DOn-Site Entry
Phone ()	Age		_		Entry F Late Fe	
Medical Insurance Co.		_Policy #			SCSC N	Nembership \$
E-Mail Address (Very Importan	t)				Misc i Pass, e	e;parking \$ etc.
Sponsors:					Total	\$
Driver Name			Last			
Address						
City	State		Zip			
Phone ()	Age					
Medical Insurance Co.		_Policy#		All	ergy	
Emergency contact	Phon	e (	)			
Life Jacket Mfg.	Capsule Jacket	_Other	Helmet Mfg	Op	en Face	Full Face
Rider/Co Driver Name			Last			
Address						
City	State		Zip			
Phone ()	Age					
Medical Insurance Co.		_Policy #		All	ergy	
Emergency contact	Phon	e (	)			
Life Jacket Mfg	Capsule Jacket	Other	Helmet Mfg	Ор	en Face	Full Face
	Method of Payment:	Cash	Check	□ Visa/Maste	rCard	

#### Must Read:

- Cash, Checks & CC (Credit Cards will be charged a \$10 convenience fee per class) accepted on-site,
- Drivers must read & sign release waiver at check in/registration.
- Release & Waiver can be obtained online at <u>www.rpmracingent.com</u>
- Entry forms and fees must be received at the RPM Office by Sunday, October 13th to qualify for the pre-entry discount.
- Money is NOT required to be considered pre-registered. Entry forms will be accepted at the RPM Office after October 13th and prior to the event, however, a late fee will be added & collected at the race site. Late registration will be held Friday, October 25<sup>h</sup> onsite.
- \*Make Checks Payable RPM Racing. Bring check to registration.

Email ary questions to Ross Wallachemail: rpmracingent@yahoo.comPhone (310) 318-4012DivisionBoat #Boat NameHull Mfg.Motor Mfg.C.I. DisplacementImage: Colspan="4">Image: Colspan="4"Image: Colspan="4">Image: Colspan="4" Image: Colspan="4" Image



### **<u>RPM Endurance Event Waiver</u>**

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR RPM EVENTS:

I assume the risk of serious injury or death. Endurance Boat Racing is a high-speed activity where numerous persons are navigating a wide-open course in an aggressive manner. Endurance boats do not have brakes, water spray frequently causes limited visibility, and changing water conditions make for an inconsistent atmosphere in all parts of the race course. Collisions may occur as do mechanical failures, spin outs, loss of control, and mental errors. Sprint boats are high speed machines that can be dangerous to operate and operating on a race course with numerous other sprint boats is extremely dangerous. There are high risks of collisions near buoys and the shoreline. High winds, and other weather conditions, can cause water conditions that substantially increase the risk of injury or death that already exists with endurance boats competitions. Stock categories of racing are not lower risk alternatives to categories of racing that allow major modifications. It is a strong possibility that I will be injured, or even killed, while participating in a endurance boat competition and I still chose to participate in this event despite this possibility: \_\_\_\_\_\_ (Initials).

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorization, credentials or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area), I, THE UNDERSIGNED AND EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters. He or she further agrees and warrants that if at any time he or she is in or about RESTRICTED AREAS and feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. Acknowledge that this event is not produced by the Southern California Speedboat Club. This event is produced by an independent promoter who is responsible for all safety aspects of the event. The skill levels, speeds, track size, experience/inexperience of participants may be drastically different from other sanctioned events and there may be a higher frequency of aggressiveness and competitiveness as well as a higher degree of inexperienced competitors who are more prone to errors. There is no warranty or guarantee that competitors' actual skill matches the skill designated on their classification.

3. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the SOUTHERN CALIFORNIA SPEEDBOAT CLUB & RPM RACING ENTERPRISES, LLC, the promoters, participants, racing associations, other sanctioning organizations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners or lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others 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 purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.



6. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. Rescue efforts may be delayed, inefficient, or absent due to activity on the track including other rescues.

7. HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are 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.

8. HEREBY UNDERSTANDS that the Southern California Speedboat Club does not provide competitors or participants with any primary insurance policy against accidents, injury, or death only secondary participant liability coverage. RPM Racing Enterprises Strongly advises competitors to obtain, before participating in a competition, medical insurance that covers injuries sustained during competition. As a condition to participating in this event, I hereby state that any disputes I have with this organizer, RPM Racing Enterprises, or any other event organizer sanctioned by RPM Racing Enterprises is resolved to my satisfaction and I hereby revoke, forfeit, disclaim, nullify, and agree to dismiss any and all claims against RPM RACING ENTERPRISES, LLC any SCSC organizers so that I may continue with my participation in RPM Racing Enterprises Sanctioned events as a satisfied competitor. The SCSC and RPM RACING ENTERPRISES any SCSC promoters may use this document as proof of my agreement that any previous disputes between the undersigned and RPM Racing Enterprises or any SCSC Sanctioned promoter are now resolved by accord and satisfaction and that anyone, including myself, who brings a claim for any dispute between myself and SCSC, or any SCSC organizer, will be barred from pursing any claim, by estoppel, and I unconditionally agree to end any enforcement of any rights I may have to any dispute prior to this date.

9. HEREBY ACKNOWLEDGES that there are different qualities to endurance boat race courses than may exist in other types of boat racing competition. In a race all competitors are on the same course at the same time which means inexperienced competitors will be competing with highly skilled competitors who may be able to sustain significantly higher speeds and adjust their trajectory even more rapidly than the average sprint boat operator. SCSC/RPM Racing Enterprises does not warrant that the skill level depicted on a competitor's membership card is an accurate depiction of their ability to operate a high-speed race boat without error. It is entirely possible that recreational boating cannot prepare a racer for the dangers on a race course. Fatigue, boredom, exhaustion, and other human body conditions can decrease an individual's ability to perform optimally. It should be expected that error frequency may increase over the course of a competition day.

10. THE UNDERSIGNED grants permission to the Southern California Speedboat Club sponsors, event sponsors, event promoters and their assigns, to use their voice and/or likeness, photographs and photographs of their sprint boats in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programs and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and SCSC emblem on their craft and or racing uniform if requested, and the sponsor and SCSC decal on both sides of the sprint boat while competing in any SCSC/RPM Racing Enterprises event. THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE SCSC AND/OR HAS APPLIED FOR MEMBERSHIP IN THE SCSC, and agrees to abide by the SCSC rules as set forth in the SCSC Official Competition Rule Book, as these rules may be amended or interpreted from time to time. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING 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 TO THE FULLEST EXTENT ALLOWED BY LAW.

# BY SIGNING THIS DOCCUMENT I AM ACCEPTING A VERY HIGH RISK OF INJURY OR DEATH AND AM GIVING UP SIGNIFICANT LEGAL RIGHTS IN RESPECT TO DISPUTES I MAY HAVE/HAVE HAD.

Competitor/Participant's Legal Signature:	_ Date:
Legal Parent/Guardian Signature (if rider under 18):	Date:
Witness:	Date: