



## EAMSC TRACK USE APPLICATION FORM 2019 FOR THE EAMSC JAMHURI PARK OFF-ROAD TRACK, NAIROBI

Full Names:	
Date of Birth:	Blood Group:
Address:	Mobile No:
E-mail:	Nationality:
Occupation:	Bike CC:                      Bike Make:
Track Development Levy: Ksh 10,000/=	

### RISK, WARNING & INDEMNITY FORM

#### **DECLARATION: (PLEASE READ)**

You must read and agree to the following declaration and paragraphs below which are designed to create a legally binding relationship in return for you being allowed to use EAMSC Track.

Motorcycle riding is a potentially dangerous sport that can result in serious injury or death. Participation in all aspects of the sport is voluntary. The ultimate responsibility for participant and vehicle safety lies with the participant, vehicle owner, rider and crew-members. **Motor Sport can be dangerous and may involve injury or death.**

I, the undersigned, have read and agree to be bound by the Track Safety Rules and Sporting Code adopted by the EAMSC including the FIM Africa (CONU), the Federation International Motorcyclists (FIM) and the National Competition Rules (NCRs) for the Kenya Motor Sports Foundation together with any amendments or additions, which may be revised from time to time. Visit EAMSC website [www.eamsc.org](http://www.eamsc.org) to access all these documents.

The EAMSC Motocross Track is a Restricted Area and IN CONSIDERATION of being permitted to practice, compete, officiate, observe, work, or participate in any way in the EVENT(S) (defined as any training, competition, event, race, or program sponsored by or affiliated with EAMSC or any other Releasee,) or being permitted to enter for any purpose I, THE UNDERSIGNED, for myself, my personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, officials, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, owners and lessees of premises used to conduct the EVENT(S), 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 THEREFOR 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.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. 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 RELEASEES or otherwise.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS 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.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*If under 18 years Parent or Legal Guardian to sign below.*

I, \_\_\_\_\_ am the Parent/Legal Guardian of the applicant and have read, understood and accepted the above declaration.      Signature \_\_\_\_\_ Date \_\_\_\_\_