



SCCA Rally/Solo Release and Waiver Guidelines

I. Introduction

These guidelines are intended to provide basic information regarding release and waiver procedures for ALL non-Club or SCCA Pro Racing events. A summary of these guidelines is attached as Exhibit A and may be distributed independently of these complete guidelines.

The release and waiver form is the cornerstone of SCCA's ability to obtain insurance coverage for its events. Further, SCCA's insurance carriers' obligations to provide insurance coverage under the SCCA event insurance plan are expressly contingent upon the operation of an effective system to obtain executed release and waiver forms from everyone who enters an SCCA event area not open to the general public.

Please note the distinction between spectators and participants. Participants are defined as all individuals who have executed a release and waiver for an event. Spectators at an event are everyone else who have not signed a waiver form. **Everyone at a "non-spectator" event must be a "participant" who has signed a release and waiver form.**

II. Release and Waiver Forms

There are now only two SCCA release and waiver forms identified by the form number in the lower right-hand corner of each form:

- #MS-1: This is the "standard" adult waiver to be signed by all adult participants.
- #MS-2: This is the form to be used for all "minor" participants, Note that this form is executed by the PARENTS/LEGAL GUARDIANS of the minor.

Sample MS-1 and MS-2 forms are attached as Exhibit B.

III. Execution Procedures

A. All Forms

- All forms must be witnessed on the applicable space on the form by an ADULT, SCCA MEMBER.
- Every form must be COMPLETELY filled out. The event dates and locations MUST be specified.
- It is strongly suggested that the same person or group of people be involved in the registration process at each event.
- Use only original forms with two-color printing. DO NOT USE single color photocopies.

B. Minor Waiver Forms

- Minor waiver forms may be issued on an annual/multi-event basis IF both parents/legal guardians sign the waiver. The waiver must be filled out as “ALL SCCA EVENTS” and “ALL DATES” in the appropriate location. See attached Exhibit C. The region must develop some sort of system to verify that an annual/multi-event waiver is on file. This can be a checklist, or required presentation at the registration of the minor’s copy of the executed waiver. Alternatively, the region can issue a minor photo ID card. Blank forms are available from Risk Management. See attached Exhibit D.
- Minor drivers, passengers, course workers (and any other minor) whose official capacity requires him/her to enter a “hot” area), MUST have a waiver on file that is signed by BOTH parents/legal guardians. “Hot” areas may be defined by the region (in compliance with the applicable SCCA event rules) but must include, at a minimum, the course and grid/staging areas. Other minors may be admitted on a per event basis with a waiver signed by one parent/guardian. It is highly recommended that both parents/guardians sign.
- Minor waiver forms may be given out to be executed by the parents/legal guardians away from the event. However, they must be “received” by an adult SCCA member at an event as part of the registration process.
- Do not have minors sign the adult waiver at an event.

IV. Miscellaneous Information

- The legal status of a minor's guardians or parents should be verified. If a parent/legal guardian claims to have sole custody or legal guardianship status, then verification should be received before allowing the guardian/parent to execute an annual/multi-event waiver. Such verification might include court papers or, at a minimum, a written statement from the parent/legal guardian. **It is not acceptable to have anyone other than the minor's parent(s)/legal guardian(s) execute any waiver on behalf of the minor.**
- "Minors" are defined in almost all states as anyone under 18. A few states may impose a higher age limit. Check with the Risk Management Department or your states' authorities if you are in doubt.
- Each region **MUST** implement an effective waiver retention system. Adult waivers must be retained a minimum of four years. Minor waivers must be retained until one year **AFTER** the minor reaches the age of majority.

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Sports Car Club of America or SCCA Pro Racing ("SCCA") events or activities (EVENTS), or being permitted to enter for any purpose any RESTRICTED AREA thereof (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I, for myself, my personal representatives, heirs and next of kin:

1. Hereby acknowledge, agree, and represent that I will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and I further agree and warrant that, if at any time, I am in or about the RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and will refuse to participate further. I understand that the nature of the EVENT may not permit me to inspect the RESTRICTED AREAS and/or EVENT course and facilities (including adjacent areas thereof) with which I may contact during the EVENT prior to my participation and that there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the EVENT.

2. Hereby RELEASE, WAIVE, and DISCHARGE SCCA, the promoters, participants, racing associations, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any person in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the EVENTS, 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 EVENTS and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, my 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 THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.

3. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. 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 claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.

5. Hereby acknowledge that THE EVENTS ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. Hereby agree 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 Province or State in which the EVENTS 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, FULLY 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.

Description and Location of Event	EVENT Date(s)			
SIGNATURE	PRINTED NAME	MEMBER#	STATUS	
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				
I HAVE READ THIS RELEASE				

Witness/Registrar : Signature Printed Name Member # Date

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to participate in any way in the motorsport event or activity indicated below and/or being permitted to enter for any purpose and Restricted Area (herein defined as any area requiring special authorization, credentials or permission to enter or any area wherein admittance to the general public is restricted or prohibited), the parent(s) and/or legal guardian(s) ("I/WE") of the minor participant ("Minor") named below agree:

1. I/WE know the nature of the motorsport event or activity ("Event(s)") and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event. I/WE will instruct the minor that, prior to participating in the below Events(s), he or she should inspect the facilities and equipment to be used, and if I/WE believe anything is unsafe, the Minor should immediately advise the officials of such condition and refuse to participate. If the below motorsport activity or event is a rally, I/WE understand and agree that, although I/WE may or may not have been supplied with certain information on the prescribed rally course, the nature of the rally does not permit me to inspect the prescribed course or the immediately adjacent areas thereof with which the Minor may come in contact during the rally prior to the Minor's participation in the Rally.

2. I/WE fully understand and acknowledge and will instruct the Minor that:

(a) There are risks and dangers associated with participation in the Events(s) which could result in bodily injury, partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the Minor or the action, inaction or negligence of others, including, but limited to the Releasees named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/WE 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/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, 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 to 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, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE MINOR OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S), CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. I/WE HEREBY acknowledge 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. I hereby authorize rescue personal and medical personnel to administer first aid and any necessary medical treatment to the minor.

6. EACH OF THE UNDERSIGNED 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(s) 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.

7. On behalf of the Minor and individually, I/WE execute this Waiver and Release. If, despite this release, I/WE or the Minor makes a claim against any of the Releasees, I/WE will reimburse the Releasees for any money which they have paid to the Minor, or on his behalf, and hold them harmless.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE 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 OF THE LAW.

Description and location of Event _____ Event Date(s) _____

1. I HAVE READ THIS RELEASE

Parent or Guardian Signature _____ Print Name _____ (Relationship) _____ Date Signed _____

2. I HAVE READ THIS RELEASE

Parent or Guardian Signature _____ Print Name _____ (Relationship) _____ Date Signed _____

Printed name of Minor _____ Date of Birth _____ / _____ / _____

Received by: _____
Member Signature _____ Printed Name _____ Member # _____ Date _____

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to participate in any way in the motorsport event or activity indicated below and/or being permitted to enter for any purpose and Restricted Area (herein defined as any area requiring special authorization, credentials or permission to enter or any area wherein admittance to the general public is restricted or prohibited), the parent(s) and/or legal guardian(s) ("I/WE") of the minor participant ("Minor") named below agree:

1. I/WE know the nature of the motorsport event or activity ("Event(s)") and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event. I/WE will instruct the minor that, prior to participating in the below Events(s), he or she should inspect the facilities and equipment to be used, and if I/WE believe anything is unsafe, the Minor should immediately advise the officials of such condition and refuse to participate. If the below motorsport activity or event is a rally, I/WE understand and agree that, although I/WE may or may not have been supplied with certain information on the prescribed rally course, the nature of the rally does not permit me to inspect the prescribed course or the immediately adjacent areas thereof with which the Minor may come in contact during the rally prior to the Minor's participation in the Rally.

2. I/WE fully understand and acknowledge and will instruct the Minor that:

(a) There are risks and dangers associated with participation in the Events(s) which could result in bodily injury, partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the Minor or the action, inaction or negligence of others, including, but limited to the Releasees named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/WE 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/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, 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 to 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, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE MINOR OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S), CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. I/WE HEREBY acknowledge 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. I hereby authorize rescue personal and medical personnel to administer first aid and any necessary medical treatment to the minor.

6. EACH OF THE UNDERSIGNED 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(s) 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.

7. On behalf of the Minor and individually, I/WE execute this Waiver and Release. If, despite this release, I/WE or the Minor makes a claim against any of the Releasees, I/WE will reimburse the Releasees for any money which they have paid to the Minor, or on his behalf, and hold them harmless.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE 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 OF THE LAW.

ALL SCCA EVENTS

ALL DATES

Description and location of Event _____ Event Date(s) _____

1. I HAVE READ THIS RELEASE

Parent or Guardian Signature _____ Print Name _____ (Relationship) _____ Date Signed _____

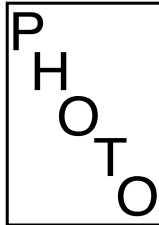
2. I HAVE READ THIS RELEASE

Parent or Guardian Signature _____ Print Name _____ (Relationship) _____ Date Signed _____

Printed name of Minor _____ Date of Birth _____ / _____ / _____

Received by: _____
Member Signature _____ Printed Name _____ Member # _____ Date _____

Exhibit D



A Minor Release and Waiver of Liability and Indemnity Agreement is on file with SCCA's Risk Management office.

MINOR

**NOT VALID FOR EVENT ADMITTANCE
WITHOUT SCCA EVENT CREDENTIAL**