

**SOUTHERN WISCONSIN ICE RACING ASSOCIATION, INC.
RENEWED RELEASE**

(Print Full Name)

I ACKNOWLEDGE THAT I READ AND SIGNED THE AGREEMENT FOR ICE RACING AND ASSOCIATED ACTIVITIES WITH SOUTHERN WISCONSIN ICE RACING ASSOCIATION, INC. AND THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND ON EACH DATE SET FORTH BELOW I HAVE REVIEWED THE FORMS I PREVIOUSLY SIGNED AND REAFFIRM THE SAME ON EACH RACE DATE AS FOLLOWS:

LOCATION OF RACE	SIGNATURE	DATE
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**SWIRA Registration Booklet
SOUTHERN WISCONSIN ICE RACING ASSOCIATION, INC.**

_____ Membership Daily _____

Jacket Size: _____ (Only applies if class champion. If you need to change this, the size is your responsibility to do so before the end of the year.)

Name: _____
(First) (Middle) (Last)

If minor, parents signature: _____
(Mother)

(Father)

Age: _____ **Sex:** _____ **Weight:** _____ **Height:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Work Phone:** _____

Occupation: _____

In case of accident, notify: Name: _____
Phone: _____

Email Address: _____
 *This is important, this will be our means of communication next year for the pre-registration meeting, there will be no postcards sent out.

(For Registration Use Only)

Vehicle#: _____ Class: _____

Vehicle#: _____ Class: _____

Vehicle#: _____ Class: _____

Vehicle#: _____ Class: _____

Vehicle#: _____ Class: _____

Annual Release #: _____

**AGREEMENT FOR ICE RACING AND ASSOCIATED ACTIVITIES WITH
SOUTHERN WISCONSIN ICE RACING ASSOCIATION, INC.**

Ice racing can be great fun, but it can also be dangerous. The purpose of this document is the following:

- 1) To inform you of some of the dangers involved with participating in ice racing and associated activities.
- 2) To release the Southern Wisconsin Ice Racing Association, Inc. (hereinafter "SWIRA") and all other parties enumerated in the agreement from all liability to you for any injury you may receive while participating in ice racing and associated activities.

DISCLOSURE OF DANGERS INVOLVED IN PARTICIPATING IN ICE RACING ACTIVITIES

There are innumerable dangers involved with every stage of ice racing, some of which are set out in the following paragraphs:

- 1) Falling or being thrown from your machine.
- 2) Being struck by another driver or rider.
- 3) Failure of your own machine or another machine which could result in collision with another participant.
- 4) Rolling over, being crushed by your own machine or another machine.
- 5) Leaving the track and striking a stationary object.
- 6) Striking other participants or spectators and being exposed to legal action from those persons.
- 7) Injuries which may occur in loading or unloading machines both from falling machines and lifting injuries.
- 8) Injuries associated with movement on slippery surfaces such as the lakes on which ice races are held.
- 9) Other dangers: The dangers set out above are not meant to be an exhaustive or complete list of hazards but instead, have merely been set out as examples. There are innumerable dangers involved in the sport of ice racing and related activities and it would be impossible to list every hazard or dangerous situation that could occur. It is also important for you to understand that these dangers can be caused or can be increased by many factors, including actions, inactions, and negligence of SWIRA.

IT IS IMPORTANT TO REALIZE THAT EACH AND EVERY ACTIVITY INVOLVED WITH THIS SPORT HOLDS A POTENTIAL FOR INJURY OR DEATH THE EACH INDIVIDUAL PARTICIPANT.

I HEAR BY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING DISCLOSURE OF DANGERS INVOLVED IN ICE RACING AND RELATED ACTIVITIES, ANY OF WHICH COULD RESULT IN MY INJURY OR DEATH.

DATE: [REDACTED] **SIGNATURE:** [REDACTED]

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
INITIAL ([REDACTED])**

I understand and acknowledge that there are innumerable dangers and risks involved in ice racing activities and I also understand and acknowledge that no amount of care, caution, instruction or expertise can eliminate these dangers and risks. Despite these dangers and risks, the undersigned desires to participate in ice racing activities. Therefore, in consideration for being permitted to utilize the facilities, personnel and equipment of Southern Wisconsin Ice Racing Association, Inc., (hereinafter "SWIRA") to engage in ice racing and related activities (hereinafter collectively referred to as "Ice Racing Activities").

IT IS HEREBY AGREED BY THE UNDERSIGNED AS FOLLOWS:

1. ASSUMPTION OF RISK. Being aware that innumerable dangers and risks exist, I voluntarily and freely chose to assume full responsibility for all dangers and risks associated with Ice Racing Activities, understanding that those dangers and risks may result in my injury or death. This express assumption of responsibility and risk includes my assumption of liability for all bodily injury, death or property damage, whether caused by factors which are known or unknown, foreseeable or unforeseeable, and whether caused by the equipment or by the active or passive negligence of SWIRA, including, but not limited to, its Board of Directors, officers, members, agents, employees and volunteer workers. **INITIAL ([REDACTED])**

2. RELEASE FROM LIABILITY. I discharge and release SWIRA, including, but not limited to its Board of Directors, officers, members, agents, employees and volunteer workers (hereinafter collectively referred to as "Released Parties") from any and all liability to me for damages, expenses, claims and causes of action of whatever kind of nature, which I now have or may hereafter have in the future, for bodily injury, death, property damage, psychological injury, punitive damages and any other kind of compensable damage, whether known or unknown, developed or undeveloped, anticipated or unanticipated, foreseen or unforeseen, caused by or arising out of my participation in Ice Racing Activities with the Released Parties, including all damage, loss or injury resulting from the negligence, either active or passive, or the Released Parties or from any other cause. **INITIAL ([REDACTED])**

3. ACTIVE AND PASSIVE NEGLIGENCE. I hereby acknowledge that the foregoing paragraphs expressly release both the active and passive negligence of the Released Parties. I also acknowledge that the terms "active" and "passive" negligence have been described as follows:

[The] difference between "active" and "passive" negligence is that one is only passively negligent if he merely fails to act in fulfillment of duty of care which law imposes on him, while one is actively negligent if he participates in some manner in conduct or omission which caused injury.

Black Laws Dictionary, Fifth Edition at 932

"Active negligence"...denotes some positive act.... "Passive negligence" denotes the failure to do something that should have been done...."

State Farm Fire and Casualty Company v. Home Insurance Company, 88 Wis. 2d 124 (1979) at 130, quoting from 65 C.J.S. Negligence Section 1 (14) (1966).

I HEREBY ACKNOWLEDGE THAT I UNDERSTAND THESE TERMS AND UNDERSTAND THAT THIS RELEASE AND WAIVER APPLIES TO BOTH ACTIVE AND PASSIVE NEGLIGENCE.
INITIAL ()

4. **COVENANT NOT TO SUE.** I agree not to institute or assist in any lawsuit , claim or cause of action against the Released Parties for damages, expenses, claims or causes of action which I, my heirs, executors or administrators may now have or hereafter have in the future, for bodily injury, death, psychological injury, punitive damages, property damage, or any other kind of compensable damage, whether known or unknown, developed or undeveloped, anticipated or unanticipated, foreseen or unforeseen, caused by or arising out of my Ice Racing Activities with the Released Parties.
INITIAL ()

5. **INDEMNITY AGAINST ALL CLAIMS.** I agree to indemnify, save and hold harmless, the Released Parties from any and all losses, damages, punitive damages, expenses and costs of every kind and character, including attorneys fees and expenses, which may be incurred or expended by the Released Parties in defending, settling or paying any claim, action, cause of action or legal proceeding which arises directly or indirectly from my participation in Ice Racing Activities with the Released Parties. This indemnification agreement specifically includes indemnification for damages incurred or expended in defending, settling or paying any claim or claims brought by my spouse, parents or issue.
INITIAL ()

6. **CONTINUING OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of this whole agreement shall continue in full force and effect, now and in the future, at all times during which I participate, either directly or indirectly, in Ice Racing Activities with the Released Parties.
INITIAL ()

7. **RELEASING LEGAL RIGHTS.** In signing this agreement, I understand that I am giving up important legal rights which I would otherwise have.
INITIAL ()

8. **VALIDITY OF AGREEMENT AND RELEASE OF LIABILITY.** I understand that if I start any lawsuit against the Released Parties for damages or injuries I have suffered to my person or property resulting from Ice Racing Activities, this agreement can and will be used in court to defeat my lawsuit, and I further understand that agreements of this type have been upheld by the courts in similar circumstances.
INITIAL ()

9. **NO INSURANCE COVERAGE.** I have been advised and I understand that my Ice Racing Activities may not be covered by any personal, accident or general liability insurance policy issues to the Released Parties. I also understand that I am solely responsible for any and all hospital and doctor expenses that may arise from my participation in Ice Racing Activities with the Released Parties. I also understand that I am solely responsible for any and all damages I may cause by my participation in the Ice Racing Activities with the Released Parties. I have also been advised that by joining the SWIRA, I will have liability insurance coverage to "third parties" only; that is, people and property not connected with the Ice Racing Activities (subject to the conditions and terms of the policy).
INITIAL ()

10. **DISCLAIMER OF EQUIPMENT WARRANTIES.** I here by acknowledge that I have been informed by the Released Parties that the Released Parties expressly disclaim any and all express and implied:

- a) Warranties of fitness for a particular purpose; and
- b) Warranties as to conditions of any and all equipment used, owned, rented or loaned free of charge by the Released Parties in Ice Racing Activities with the Released Parties.
INITIAL ()

11. **HEIRS, EXECUTORS AND ADMINISTRATORS.** I hereby acknowledge and agree that every provision of this agreement shall be binding upon my successors, heirs, assigns, executors and administrators, and I expressly instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against the Released Parties.
INITIAL ()

12. **SEVERABILITY.** I hereby acknowledge and agree that if any clause or paragraph of this agreement is held to be invalid or unenforceable, in whole or in part, by a court of law, such clauses or paragraphs shall be deemed to be servable and such invalid or

