

2009 SMKA Membership

SMKA Members enjoy **Unlimited Track Access** and **Reduced Rates for ALL Club Races!** Come on out and be part of the Great Family Fun that makes the **Santa Maria Karting Association** what it is today! Please allow 3 - 4 weeks for your membership to be processed.

SMKA Membership Costs:

The **SMKA** Membership Fee for 2009 is **\$300** for each primary member. Additional house hold members are **\$15** per person.

Airport Security Gate Card: Separate from this package, every member is **required** to pay for a one time only **\$20** Airport Gate Card (The airport charges a **\$50** lost card replacement fee). Entrance and Exit from the track requires this card. If needed, **SMKA** will mail you the proper form for the Airport Security Gate Card upon receiving your membership application and check. Please do NOT send your payment for this card to **SMKA** with your membership. This card will be handled separately.

SMKA Members must participate in at least 2 work days (Track Clean-Up Days) during the 2009 season to be eligible for year end awards.

Included in this PDF to be completed are:

1. **SMKA** Membership Form
2. **SMKA** Release Form (To be completed by Adults and Minors)
3. Minor Release Form (Please include copy of Birth Certificate for all minors)

Mail your Completed SMKA Membership Forms and Check to:

SMKA 2009 Membership
P.O. Box 572
Santa Maria, CA 93456

S.M.K.A. MEMBERSHIP APPLICATION

P.O. BOX 572 Santa Maria, CA 93456

Primary Member

Family Members

Relationship

Name: _____ Age: ____ Name: _____ Age: ____
Address: _____ Name: _____ Age: ____
_____ Name: _____ Age: ____
Phone: _____ - _____ - _____ Name: _____ Age: ____
E-Mail: _____ Name: _____ Age: ____

Airport Gate Card: Need One [] Have One []

Occupation (Optional): _____

Member of: I.K.F. [] W.K.A. [] Other [] _____

of Karts in Family: ____ # of Drivers: ____ # of Drivers Under 18: ____ Under 12: ____

of Years Associated with S.M.K.A.: ____ # of Years In Karting: ____

It is understood that no one may drive a kart, either in practice or competition, until the attained age of 8 years old. A birth certificate & minor release form will be placed on file for members under 21 years old. It is also agreed that each member shall agree to follow the rules & regulations of I.K.F. and Santa Maria Karting Association.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event and/or practice shall take place), or being permitted to practice, compete, officiate, observe, work for, or for any purpose participate in any way in the event and/or practice. EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and his participation, if any. In the event and/or practice constitutes an acknowledgement that he has inspected such restricted areas and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, 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 will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, kart owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and/or practice and each of them, their officers 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, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area and/or practicing, competing, officiating, observing, working for, or for any purpose participating in the event and/or practice.
2. 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 due to the presence of the undersigned in or upon the restricted area or in any way practicing, competing, officiating, observing, or working for, or for any purpose participating in the event and/or practice and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES 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 practicing, competing, officiating, observing, or working for, or for any purpose participating in the event and/or practice.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event and/or practice are very dangerous and involve the risk of serious injury and/or death and/or property damage. 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 and/or practice 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

* ALL APPLICANTS MUST SIGN APPLICATION *

Office Use Only

Signature: _____ Date: _____

Membership Year: _____

Signature: _____ Date: _____

Paid (\$): _____ CK#: _____

Signature: _____ Date: _____

Registrar: _____ Date: _____

Signature: _____ Date: _____

Code Given [] _____

Signature: _____ Date: _____

Membership # _____

Signature: _____ Date: _____

SANTA MARIA KARTING ASSOCIATION, INC.
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. Voluntary Participation. The undersigned has voluntarily applied to participate in karting events, including but not limited to racing at the premises of Santa Maria Karting Association, Inc. (hereinafter "SMKA"), located at the Santa Maria Airport. As an express condition to participation at SMKA events and/or use of any SMKA facility, you must carefully review this agreement and fully and completely accept the same. This agreement is personally and legally binding upon you and any individual for whom you sign.
2. Assumption of Risk. IN CONSIDERATION FOR THE PRIVILEGE OF PARTICIPATING IN SMKA EVENTS AND ENTERING THE SMKA FACILITIES FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION, RACING, PRACTICE, OR PARTICIPATION IN ANY WAY IN SMKA EVENTS, THE UNDERSIGNED, FOR HIMSELF OR HERSELF AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, AND/OR ANY PRINCIPAL FOR WHOM HE OR SHE IS ACTING, HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS INSPECTED THE FACILITIES AND EQUIPMENT AND ACKNOWLEDGES THAT THE FACILITIES AND EQUIPMENT ARE SAFE AND REASONABLY SUITED FOR THE INTENDED USE. I AM AWARE THAT KARTING IS A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OF DEATH.
3. Release. As consideration for being permitted by SMKA to participate in these activities and use related facilities. I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives release, waive, discharge, and covenant not to sue SMKA, its directors, officers, employees, agents, instructors, owners, and landlords (hereinafter "Releases") from all liability to the undersigned for any 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, whether caused by the negligence of the Releasees or otherwise.
4. Indemnification. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or costs they may incur due to the presence of the undersigned on or in SMKA facilities or participation in SMKA events whether caused by the negligence of the Releasees or otherwise.
5. Interpretation. The undersigned further expressly agrees that this RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
6. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN SMKA AND ME AND SIGN IT ON MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Date: ____ - ____ - ____

Participant's Name (Please Print)

Participant Signature

Parent/Guardian's Name (Please Print)

Parent/Guardian Signature

